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The Solicitors' Journal.

LONDON, NOVEMBER 29, 1873.

OF THE THREE GENTLEMEN who have been appointed to draft the Rules of Procedure, Mr. H. Cadman Jones, who has been selected for his knowledge of the practice in the Equity Courts, will be remembered as having, in conjunction with Mr. Josiah W. Smith, Q.C., drawn up the Consolidated General Orders of the Court of Chancery of 1860. Mr. Arthur Wilson, who has been chosen for his acquaintance with procedure at Common Law, holds the office of tutor in Common Law at the Inner Temple, and Dr. Tristram, who has been selected on account of experience in the Admiralty, Probate, and Divorce Courts, is the Chancellor of the diocese of London, and also Chancellor of the diocese of Hereford, offices in which he succeeded Sir Travers Twiss.

THE DEMANDS in respect of the *Virginus* which the United States have addressed to the Spanish Government are not limited to redress for the hasty execution of so many of the prisoners, but extend to the restoration of the ship and all the survivors. We have no precise information as yet as to the reasons assigned for these demands, but apparently they proceed on the ground that the capture of the vessel was altogether unlawful, as she was taken on the high seas, while belonging, nominally at least, to the United States, and carrying the United States' flag, there being no war in progress which would justify the Spanish vessel in exercising belligerent rights. It appears probable that the Spanish Government will accede to these demands; indeed, General Siskles, the American Minister at Madrid, has already telegraphed privately that they have decided to surrender the vessel and surviving prisoners; but having regard to the relative strength of Spain and the United States this proves but little as to the justice of the United States' contention. Some sort of precedent for the demand was brought forward in last week's *Observer*, which states that some years ago when a vessel from New York was known to be bound for Ireland with the avowed object of landing a number of Fenian sympathisers, our legal advisers decided that no steps could be taken to capture the vessel on the high seas until she had reached British waters. But this does not necessarily prove more than that the legal advisers of our Government thought it more prudent to submit to a somewhat increased possibility of the Fenians landing, rather than risk a quarrel with the United States. There is another case, however, which throws some light upon the present question,—that of the *Cagliari*, in 1867. This Sardinian vessel, when on a peaceful voyage, was forcibly taken possession of by some Neapolitan exiles on board, and employed to effect a hostile landing in Sicily. After they had left the vessel she was captured on the high seas by a Neapolitan frigate, and carried to Naples, where the crew, including two English engineers, were imprisoned. Four English law officers of successive Governments, including Sir R. Bethell and Sir H. Cairns, were of opinion that the capture was legal; while Drs. Twiss and Phillimore, who

were consulted by the Sardinian Government, pronounced the capture unlawful, "she not being at the time under the suspicion of a piratical condition;" and Sir F. Kelly (Lord Derby's Attorney-General) adopted the same view. It would seem as if all of them would have held the capture lawful if the vessel had been still in the possession of the Neapolitan exiles. Of course the vessel would in any case have been entitled to be released if, on investigation, it appeared that the captain and crew were not responsible for the unlawful use to which she had been put, but the question was whether the original capture on the high seas was justified by international law, on account of the vessel being either a pirate or in the service of enemies. Neither in the Fenian case nor in that of the *Cagliari* was there anything corresponding to the actual state of belligerency which has now existed for several years in Cuba. The United States, probably, rely upon the circumstance that neither Spain nor any neutral nation has yet recognised the Cuban insurgents as belligerents, but, if so, they must reconcile this contention with their acts during the war with the Confederate States, when they instituted a blockade and captured neutral vessels on the high seas for violating it, thus themselves exercising belligerent rights while insisting that the Southerners ought not to be recognised by neutrals as belligerents. After a time, it is true, they consented to treat their prisoners as simple prisoners of war, but the crews of the first privateers which they captured were tried as pirates, and were not restored to the condition of ordinary prisoners of war until the Southerners selected some United States officers from their prisoners to make reprisals upon.

The further information as to the *Virginus*, which has reached us during the present week, makes it abundantly clear that she was not a neutral trader freighted with a cargo of arms and ammunition, but a transport under the absolute control of the Cuban insurgents, and with an armed force on board; in fact, as much a ship of war as if she had had heavy guns on board, except that she was only adapted for commencing or supporting a war on land, and not for attacking other ships or defending herself against them.

THE ALBERT and European Arbitrations have familiarised the public with the spectacle of interests of enormous magnitude submitted to the decision of a single judge from whom there is no appeal, and who is bound by no precedents. So far as concerns the shareholders and creditors of the particular companies involved, this is a state of things which may or may not be satisfactory; as to that we say nothing. But as respects the maintenance of established rules of law, or the elucidation of disputed points, such an irresponsible system of administering justice appears to us dangerous in the extreme. The decisions of the arbitrators, it is true, cannot be cited as binding in any way upon the courts of this country; yet, as the judgments of persons so eminent as those who have conducted these arbitrations, they cannot but be received with every respect, and where they conflict with, they cannot but tend to weaken and to shake, rules which had been accepted as settled. Upon the question of the shareholder's right to transfer his shares the accepted rule has been that, except as restrained by provisions in the articles of the company, the shareholder is entitled to transfer his shares to anyone, be he a pauper or not, without the consent of the directors or shareholders or anybody; and, provided only the transfer be *bonâ fide* an out-and-out disposal of the property, his liability as a shareholder is discharged. The principle is, that there is not between shareholders any implied contract to transfer only to responsible persons. The shares are transferable without limitation, unless the articles define limitations subject to which the transfer is to be made. This is the principle of the judgment in *Weston's case* (17 W. R. 62, L. R. 4 Ch. 20), where Lord Romilly's decision (16 W. R. 387, L. R. 6 Eq.

238) was reversed. That the stringent manner in which Lord Westbury applied the effect of a discretionary power reserved to the directors by the articles trencched upon this principle can scarcely be doubted; and we have already had occasion to remark (*ante*, p. 39) that in the later cases Lord Westbury surpassed himself, and that Lord Romilly goes now even further than Lord Westbury. In *Musket's case*, in which judgment was given this week, Lord Romilly uses language which, although strangely qualified, unquestionably throws doubt upon the proposition that a transfer to a pauper to escape liability can ever be supported. In the case before his Lordship there was in the articles a discretionary clause, so that any observations upon the general question are but *obiter dicta* in the judgment. But it is to be regretted that there should be any room for doubt as to the law upon the point. The observations in *Musket's case* to which we have referred appear to us, in fact, if we may respectfully say so, to be a recapitulation of the principles laid down by Lord Romilly in *Weston's case*, with which the Court of Appeal in Chancery did not agree.

WHEN THE SCHEME for legal education was first broached we took occasion to express the objections which everyone who desired to see established a really effective and comprehensive system of instruction must have felt to the absurdly misconceived proposals of the benchers. The scheme was, indeed, but too obviously the result of panic. It was, nothing but a *tabula in naufragio*, snatched at by the governing bodies of the Inns of Court to carry them through the rising storm of professional and popular indignation. The petitions presented in the previous session of Parliament, signed by 365 barristers and nearly 6,000 solicitors, and the narrowness of the majority by which the resolution for the establishment of a general school of law, introduced into the Commons by Sir Roundell Palmer, was negatived, had at length opened the eyes of the benchers to the imminence of the impending danger. They hit upon a plan which possessed few of the advantages and all the evils of the old scheme. For six readers they substituted five professors. While they made no alteration in the former arrangement, under which attendance both at the public lectures and private classes was voluntary, they swept away at one fell swoop all the examinations and rewards in the special subjects of the lectures, and they held out inducements to students to neglect the study of the laws of their own country. The results which might have been foreseen have actually followed. Some months have now elapsed since the scheme was launched, and the classes have had time to get into working order. In many of them it is understood that the attendance, originally small, has gradually dwindled, until on some occasions it has happened to certain tutors to come down and find no class awaiting them. At the recent examination the studentship was withheld, and we understand that the number of "plucks" was unusually large. When we contrast this state of things with that which might have been reasonably expected under an efficient scheme of legal education, embracing—as any such scheme must embrace—solicitors as well as students for the bar, we are unable to restrain our astonishment at the infatuation which threw away so great an opportunity, and the blindness which could imagine that the legal education of this great country could be supplied, as the *Times* long ago remarked, by something less than the average teaching staff of the Law Faculty in a third-rate German University.

IT IS GOOD NEWS that three draftsmen are hard at work upon the rules to be promulgated under the Judicature Act, and that the complete draft is expected to be ready before the end of the year. The rules, or at least a portion of them, will, we presume, be presented to Parliament, under the 68th section of the Act, before Easter, although there is no obligation to present them

except within forty days after they are made, or, if Parliament be not then sitting, within forty days after its then next meeting. It is interesting to speculate what is to become of our numerous Common Law and Equity Procedure Acts. The Judicature Bill, when passing through Parliament, was spoken of as repealing "a whole library of Acts." If this be so, one would like to see them all in some neat repealing schedule. The details of the new law will be quite hard enough to master without having to hunt after that nuisance to the practising lawyer, the "implied repeal." Is it too much to hope that the whole body of statutory procedure may in some early session be, to use the words of consolidating statutes, "reduced into one Act," with some such title as "The Supreme Court of Judicature (Procedure) Act"? Such little knots as the meaning of "cause of action" in the 18th section of the Common Law Procedure Act of 1852, which the Court of Common Pleas has lately been once more asked to untie, have long been waiting to be cut, and while we have great hopes for the future in the "council of judges of the Supreme Court," which is to assemble under section 75 of the Judicature Act, it would be no small advantage to clear away admitted difficulties at once.

THE SOMEWHAT DRACONIAN CLAUSE of the Licensing Act, 1872, whereby a publican may not be convicted in a less penalty than £1 would seem to be either overlooked or disregarded by many of our worthy magistrates. Hardly a week passes without our reading that such and such a publican has been humanely fined a few shillings only, whereas the Act (35 & 36 Vict. c. 94, s. 67) provides that "when a person holding a licence under this Act is convicted of any offence against this Act, it shall not be lawful for the justices before whom he is convicted to mitigate or reduce the penalty for such offence to a less sum than twenty shillings." The rule of law that a judgment for too little is as faulty as a judgment for too much, so that the power of mitigating only exists where it is expressly given by statute (see Paley on Convictions, p. 272; *Whitehead v. The Queen*, 7 Q. B. 582), would seem equally to apply to the case where, as here, the mitigating power is expressly limited. If so, these convictions are all bad, and as the section in the Act taking away *certiorari* will not apply where there is a want of jurisdiction (Paley, p. 410), they may be brought up on *certiorari* and quashed. And perhaps now that three convictions cost a publican his licence, the kind-hearted magistrate may discover that the fears of the publican will be too strong for his gratitude, and the Courts may be treated with the amusing spectacle of a culprit finding fault with his punishment because it was not heavy enough.

WE UNDERSTAND that the recent judicial changes in the Courts of Equity have been followed by some alterations in the Queen's Counsel attached to the different Courts of First Instance. Mr. H. M. Jackson, Q.C., will in future practise in the Court of Vice-Chancellor Bacon, and Mr. A. E. Miller, Q.C., in the Rolls Court.

IN SPITE OF THE LESSONS of recent experience the people of New York have resolved that the judges of that State shall continue to be elected for a term of years. The expediency of this arrangement, first prescribed by the revised constitution of 1845, has been constantly impeached, and in 1869 its opponents procured the adoption of an amendment to the constitution, requiring the question to be submitted for the decision of the electors of the State, at the 1873 elections, whether the judges of the Court of Appeal and Supreme Court should be chosen by the Governor with the advice of the Senate, as was the practice before 1845, or whether they should continue to be elected by the people. The Bar Association of New York threw all the weight of their influence into the scale in favour of the change to the old practice; but their efforts appear to have been almost unsupported.

The majority of the electors regarded the proposal with apathy; the political wire-pullers exerted all their strength against it, and the result was the rejection of the proposed change. The spectacle of a judicial lackey has again become possible at New York.

LANDS INJURIOUSLY AFFECTED.

The law of compensation for damage done to land through the execution of public works may now be taken to have resolved itself into the question—what is the *ratio decidendi* of the cases in the House of Lords, and what principles for further application do the judgments of the Lords involve? The decisions in the courts below stand judicially condemned by the ultimate Court of Appeal as irreconcilable on reasonable distinctions. In every case which has come before the House of Lords either the judgment of the court of first instance or the judgment of the court of intermediate appeal, or both, have been reversed. Moreover, the decisions of the Exchequer Chamber are in several cases delusive, because on counting heads the opinion of the majority of the Court is found to represent the opinion of a minority of the judges before whom the case has come. Under these circumstances the only course of practical advantage is to extract the law, if possible, from the statutes themselves and the cases in the House of Lords. Even the theoretical questions involved may be well examined by the light of the judgments of the Lords, as amongst them there has also prevailed considerable difference of opinion, so that the advantage obtained by considering the subject from opposite points of view is not lost.

The cases in question deal with points of construction of great nicety arising upon two or three short sections of the Lands Clauses and Railway Clauses Acts. A distinction in the effect of these two statutes has more than once been taken, but no decision has ever turned on the point; and as all the elements which have influenced the decisions appear equally in both, it will be enough to confine our attention to the earlier and more important of the two. The Lands Clauses Act, 1845 (8 Vict. c. 18), after providing means for determining the price to be paid for lands taken for public works under a special Act, goes on to enact (s. 68) that "if any party shall be entitled to any compensation in respect of any lands or of any interest therein which shall have been taken for, or injuriously affected by, the execution of the works, and for which the promoters of the undertaking shall not have made satisfaction under the provisions of this or the special Act," the amount of compensation is to be ascertained and paid in the manner directed in the Act.

The cases before the House of Lords do not all of them raise the main difficulty of the meaning of the words "lands injuriously affected," but turn in two instances on a much less complicated ambiguity in the statute, which it may be as well to dispose of first. The cases referred to are *Hammersmith Railway Company v. Brand* (18 W. R. 12, L. R. 4 H. L. 171) and *City of Glasgow Union Railway Company v. Hunter* (L. R. 2 Sc. Ap. 78). The claims in these cases were for damage by vibration and smoke caused by the use of the railway after its completion. The majority of the House of Lords thought that the words "by the execution of the works" applied only to the actual making of the railway and not to its use. In the first-mentioned case, however, Lord Cairns dissented from this view, being of opinion that the Legislature intended to refer to the undertaking as a "working concern."

Of the cases which affect more closely the meaning of the words "lands injuriously affected," the older case of *Caledonian Railway Company v. Ogilvy* (2 Macq. 229) deals chiefly with the part played by the word "lands" in the meaning of the controverted phrase. The claim in this case was based on the fact that at a short distance from the entrance to the claimant's grounds a railway crossed upon a level a public road forming the chief access to his residence, thereby preventing him from approaching

his residence so conveniently as before. The ground on which this claim was disallowed can only be gathered from the words of Lord Cranworth, then Lord Chancellor, and Lord St. Leonards, who alone delivered opinions. Lord Cranworth (p. 236) used the following expressions:—"All attempts at arguing that this is a damage to the estate are a mere play upon words. It is no damage at all to the estate, except that the owner of that estate would oftener have a right of action from time to time than any other person, inasmuch as he would traverse the spot oftener than other people would traverse it." The words of Lord St. Leonards are to a similar effect (p. 250):—"I can see nothing by which this gentleman would sustain damage beyond what everybody else sustains; his estate is not damaged." These expressions are, upon a subject so often the apple of discord, singularly unanimous, and unless they mean that there must be an injury to the estate as a legal entity made up of the right to the soil itself and the other rights which the law allows the soil to attract to itself, such as natural rights and easements, they are, to use Lord Cranworth's expression, "a mere play upon words." It has been suggested that Lord St. Leonards' words "his estate is not injured" do not mean that as a matter of law it was not injured, but as a matter of fact. This can hardly be the case, when the jury had found that as a fact the estate had deteriorated in value through the level crossing. Unless the *ratio decidendi* of the case is that there must be an injury to a right legally incident to the estate, the only ground of decision to be found in the opinions is that the injury must not be sustained in common with all the Queen's subjects—a very vague principle, which, except so far as it contains the more intelligible rule, seems in no way deducible from the words "lands injuriously affected," as used in the statute.

Although the facts of the cases referred to hitherto do not directly raise the question in what sense the affection is required to be injurious, yet in most of those cases the rule on that point which is now well established is commented on and approved. In *Caledonian Railway Company v. Ogilvy* (2 Macq. at p. 235) Lord Cranworth laid down for the first time in the House of Lords the principle that the owner of lands is not entitled to any compensation "in respect of any act which, if done by the railway company without the authority of Parliament, would not have entitled him to bring an action against them." For fear that the right of action should be considered an exhaustive test, he goes on to say, "I am far from admitting that he would have a right to compensation in some cases in which, if the Act of Parliament had not passed, there might have been . . . a right of action. The rule was indorsed by Lord Chelmsford in *Hammersmith Railway Company v. Brand* (18 W. R. at p. 19), and by Lord Hatherley in *City of Glasgow Union Railway Company v. Hunter* (L. R. 2 Sc. Ap. at p. 79), and is now well settled as the first of the tests to be applied. But the facts in *Rickett v. Metropolitan Railway Company* (15 W. R. 937, L. R. 2 H. L. 175) and *Bucleuch v. Metropolitan Board of Works* (L. R. 5 H. L. 418) alone directly raised the question. In the first of these cases the plaintiff was a publican, who claimed compensation for loss of trade occasioned by the obstruction of the street in the course of the company's operations. In delivering their opinions Lord Chelmsford and Lord Cranworth adhered to the rule, of which they had before expressed their approval. Lord Westbury, however, disregarding apparently the previous *dicta* as not necessary for the decision of the cases in which they occurred, went back to the fountain head, and applied to the words of the statute a canon of construction said to have been laid down by Lord Eldon, to the effect that statutes of this kind are to be considered in the light of contracts made by the Legislature with the companies for the public benefit. In this view the legal rights of the parties, supposing the company divested of its Parliamentary powers, become immaterial, "Injurious" may be

construed to mean prejudicially, and actual deterioration in value becomes the sole test of the claim. The argument does not appear to take into consideration the context in which the words occur, and it might be alleged in answer that, if the Legislature meant to give so wide a right of compensation, it would scarcely have introduced it as a sort of corollary to compensation for the loss of ownership in the land taken. The right of ownership is a legal right, and the lesser rights for which compensation is allowed are introduced in such a way as to show that they were looked upon as analogous to the right of property in the soil itself.

Upon *Buckleuch v. The Metropolitan Board of Works* a special observation must be made. The claim in that case was for loss of river frontage, a natural right included by the special Act in the definition of "lands," as appears from Lord Chelmsford's judgment. The taking of the frontage was therefore a taking of lands coming not within the 68th but the 63rd section of the Lands Clauses Act. Moreover, by the 27th section of the Thames Embankment Act compensation was to be given "for damage sustained by loss of river frontage or otherwise by reason of such embankment or roadway," and on the words of the special Act proceeded the judgment of the Lords in favour of the claim for disturbance of privacy and the annoyance of the dust and noise coming from the street.

This last case shows the necessity, in considering what items of compensation are in any particular case admissible to proof under the general Act, of a careful scrutiny in the first instance into the terms of the special Act. The first test under the general Acts may then be applied—namely, whether, if the special Act had not been passed, the claimant would have had a right of action against the promoters of the undertaking. If this is answered in the affirmative, we may proceed to inquire whether the right of action would have been for a "damage to the estate," as Lord St. Leonards calls it—that is to say, an injury to a right incidental to the land. Thirdly, we may apply the test in *Hammersmith Railway Company v. Brand*, which is whether the right of action would have arisen from the execution, and not from the use of the works. Claims which pass through all these gradually diminishing meshes can alone be safely considered to give a valid title to compensation for lands injuriously affected by the execution of public works.

THE ORGANISATION OF THE PROFESSION.

An able correspondent points out in another column that the speedy removal of the grievances of the profession is really only a question of thorough organisation, and it needs little discernment to see that the present is pre-eminently a time, not for talk, but for action, and, above all, for united action. Yet people will insist upon putting the cart before the horse. There is never any lack of weeping prophets full of the grievances of solicitors, and few weeks elapse without some mournful utterance, either spoken or written, from which it may be gathered that the profession is going to the dogs. In various modulations and with different degrees of vehemence the well-worn strain is harped upon by writers and speakers, until an intelligent foreigner, forming his opinions exclusively from these utterances, might arrive at the conclusion that the solicitors of England were a race so down-trodden and oppressed as to have become actually unaware of their condition and needing to be told of their grievances. The absurdity of this is obvious. Every solicitor knows well enough what is wrong; what he wants to know is how to proceed to obtain a remedy. What would the foreigner say if he pursued his inquiries a little further and found that, although as a body solicitors labour under palpable disadvantages, yet as individuals, in every county and every town of England they probably wield more real power than most other classes of the community? What would he say if he were told that the members of this unfairly treated body managed most of the large landed estates in

England; that to them were entrusted the secrets of all the great families; that there are few public affairs in which their influence is not felt, and that even in the important business of the election of Parliamentary representatives that influence plays no inconsiderable part? Would not the conclusion be inevitable, that there wants nothing but organisation of this strength to procure the redress of the evils complained of; that it is not the reiteration of wrongs but the suggestion of means of combining for their removal which the profession requires; that it is time to cease wrangling about the neglect or indifference of this or that authority and to set about the discovery of the best mode of concentrating the influence of the profession?

Here, however, the prophets too often fail us. Their object is not union but division. The common form of their story is this—"You are very seriously wronged in this or that respect, and your wrongs are due to the supineness, &c., of the recognised guardians, &c., wherefore curse those recognised guardians;" and then the prophet either suddenly disappears or else perhaps holds up to view a brand new Association to Set Everything to Rights, presided over by himself. Efforts of this kind, however well meant, indicate a wholly mistaken view of the wants of the times. The evil to be specially guarded against is the dissipation of strength among a number of feeble and rival associations. Instead of creating new metropolitan institutions the object should be to combine and improve the old ones. The true policy is to put aside for the moment the consideration of the precise nature of the reforms to be demanded. It will be time enough to decide upon that when we have got an organisation strong enough to ensure that the demands when made will be listened to with respect. The great and pressing need is the concentration in one focus of all the force scattered among the individual members of the profession.

We printed in our last week's issue an admirable paper in which Mr. Marshall presents us with a simple and perfectly feasible plan for accomplishing this purpose. He would have a powerful central body created by the union of the two London Law Societies. To the great society to be thus formed all country law societies should be affiliated, so as, without membership or subscription, to enjoy the benefits of constant correspondence, assistance, and circulation of information. He would have a secretary in the London office charged with the special duty of keeping up this communication. He would also give country law societies the opportunity of co-operating among themselves, by means of unions with joint committees possessing the power of summoning members whenever and wherever required, and of acting on behalf of their constituent bodies.

One great step towards the accomplishment of this scheme is likely to be taken by the union—on every ground so desirable—of the London Law Societies. But to carry out Mr. Marshall's proposal, and to elicit all the strength of the profession, it is absolutely essential that the number of the local law societies should be greatly increased. Mr. Marshall has appended to his paper a list of towns in which there are at present no such institutions, stating also the number of practitioners in each of these towns. It is startling to learn that in such places as Sheffield, with eighty-eight attorneys, and Norwich with eighty attorneys, no organisation exists. There are local advantages of a law society can scarcely be overrated, but when it is considered that only by the spreading of these bodies over the whole surface of the country can the full strength of professional influence and opinion be elicited and exerted, it will surely occur to the practitioners in each of the towns referred to in Mr. Marshall's list that it is their bounden duty at once to set about the formation of a law society.

The Taunton Election Petition will be tried before Mr Justice Grove.

RECENT DECISIONS.

EQUITY.

ILLEGAL CONSIDERATION.

Agrest v. Jenkins, L.C. for M.R., 21 W. R. 878, L. R. 16 Eq. 275.

An attempt was made in this case to induce the Court of Chancery to assume a moral censorship which, so far as it is exercisable by any of our Courts, belongs, as the Lord Chancellor pointed out, to a very different jurisdiction. It was urged that since fictitious marriages between persons within the prohibited degrees were opposed to "public policy," the Court ought to seize every occasion of inflicting a penalty on any person who had entered into such a connection, *pour encourager les autres*. The Lord Chancellor was asked, by the personal representative of a settlor, ten years after the death of the settlor, to set aside a completed transfer by way of settlement of shares, made by a widower before going through the ceremony of marriage with the sister of his deceased wife, on the bare ground of the illegality of the purpose of the settlor; and in order that other widowers might be deterred from committing the like iniquity. The Lord Chancellor very decidedly declined this view of his jurisdiction. He was not aware, he said, of any law which imposed that particular duty upon the Court, and he pointed out that if it is true that public policy is opposed to immorality, it is also true that public policy prescribes that those who violate the law must not apply to the law for protection. A donor who has made a completed voluntary gift, or his personal representative, will not be afforded relief from that gift on the mere ground of the illegality of the purpose for which it was made. Cases in which the direct effect of refusing relief would be to procure the accomplishment of the immoral purpose, or the protection of a fraud, rest upon a different footing; and the Lord Chancellor hinted that the door of the Court might not be closed against persons repenting of an unlawful connection and "desirous of extricating themselves from fetters which (if relief were refused) might practically bind them to it." But in the recent case there were no circumstances of fraud; the unlawful connection had ceased by the death of the pretended husband, and there had been much delay in seeking to set aside the transaction. All equitable considerations were therefore against the application; at law the gift was valid and irrevocable, and the Lord Chancellor had no hesitation in dismissing the bill.

COMMON LAW.

POLICY OF INSURANCE—SIRGE.

Rodocanachi v. Elliott, C.P., 21 W. R. 810.

In a policy of insurance on goods from China and Japan to England, in which the route was described to be *via* Marseilles, the Court had no difficulty in holding that the insurance was meant to extend to the transit by land as well as by sea. But the chief question was whether the detention of the goods at Paris, during its investment by the Germans, was a restraint of princes which entitled the assured to abandon the goods to the underwriters and to claim for a constructive total loss. That the blockade of a port gives that right was conceded, and that even an embargo or an arrest gives the same right was distinctly laid down by Lord Mansfield in *Goss v. Withers* (2 Burr. at p. 696), and seems, as to an embargo, to have been actually decided in *Rotch v. Edie* (6 T.R. 413), which, however, was not cited on the present occasion. The only question, therefore, was whether a siege, which is certainly not less a restraint of princes than a blockade, an embargo or an arrest, did not give rise to the same rights, and this question, even without the authorities relied on by the Court, must, one would think, have been inevitably decided in the affirmative. The contention that "restraint of princes" was to be

construed differently in charter-parties and policies of insurance was raised, but seems no more warranted by authority than by reason. The only question then would be, what is a reasonable time after which the assured is entitled to treat the restraint occasioned by a blockade as creating a constructive total loss (as to which see *Arnold on Marine Insurance*, 2 ed. vol. ii. p. 1086); but here it was conceded that that reasonable time had elapsed.

COUNTY COURT—CAUSE OF ACTION.

Green v. Beach, Ex., 21 W. R. 856, L. R. 8 Ex. 208.

When the Legislature speaks of a cause of action arising "in part" in a place, it is impossible to give to the term "cause of action" the meaning which, in *Denham v. Spence* (19 W. R. 162, L. R. 6 Ex. 46), Cleasby, B., attributed to that term as used in the Common Law Procedure Act, 1852, and if one were entitled to maintain that the Legislature is always consistent in its use of language, the fact that in the County Court Act a cause of action is said to arise "in part" in a place would be a strong argument in favour of the construction which, in the same case of *Denham v. Spence*, Kelly, C.B., gave to that difficult phrase. In the present case an offer was made by the plaintiff at B. to the defendant's agent, and, on the report of the agent to the defendant at L., was accepted by him by sending a sold note to the plaintiff at B., to which the plaintiff at B. returned a bought note to the defendant at L.; the goods which were sold were to be delivered at L. The Court held that the cause of action for non-delivery of the goods arose in part at B. From this we may draw the negative conclusion that the cause of action may arise in part in a place where neither the contract was concluded (for it was concluded by the defendant sending off his sold note at L.) nor the contract is to be performed (which was to be at L.), and the *ratio decidendi* appears to be that it arises in part where the offer is made; but it cannot be inferred safely that if there were a long negotiation it would arise in part where any of the correspondence took place; probably the offer, which is to be part of the cause of action, must be the final offer which is actually accepted.

POOR RATE—OCCUPATION.

Reg. v. Abney Park Cemetery Company, Q.B., 21 W. R. 847.

Mersey Docks and Harbour Board v. Overseers of Birkenhead, Q.B., 21 W. R. 913, L. R. 8 Q.B. 445.

The first of these cases in effect follows the decision come to in *Reg. v. St. Mary Abbot's Kensington* (12 A. & E. 824), that the owners of a cemetery were liable to be rated in respect of their yearly receipts from the sale of sites for graves and vaults. It is not quite clear how the right which the purchaser got in the case cited ought to be described (see the judgments of Williams and Coleridge, JJ.); in substance, however, it appears to have been the same as in the present case. In both cases the ground of the decision was that, under the statute, the company remained in occupation of the whole cemetery, as to which they had to perform certain duties; and, if so, the precise nature of the right taken by the purchasers of vaults, &c., was immaterial.

The second case must be read in connection with *Reg. v. Lancashire JJ.* (20 W. R. 827, L. R. 7 Q.B. 643). In that case the present appellants, who owned profitable docks in one parish and unprofitable docks in another parish, sought to treat the whole as one concern, to appropriate the profits of the latter to the losses on the former, and to be rated only in respect of the surplus. The question was left open how the matter would have stood if the docks had formed one entire system, so as to make it impossible to say that the earnings were more in one place than another; but it was decided that under the circumstances the two sets of docks must be rated separately.

In the present case in respect of the same unprofitable docks (which they were bound by statute to maintain) the appellants sought to treat as one with the docks warehouses adjacent to and used for the docks, but which were capable of separate beneficial employment. The Court held them not entitled so to treat them, although the value of the warehouses was enhanced by their proximity to the docks. The question must be, in such a case, are the two a part of the same thing? that is, such that, in their existing conditions, the one cannot practically be used without the other? The facts found negatived this. It might as reasonably be contended that a farmhouse and a farm ought to be rated together, or a railway station rated with the permanent way.

REVIEWS.

De Jure Personarum; or, a Treatise on the Roman Law of Persons intended for Students preparing for Examination. By W. H. RATTIGAN, M.A., Ph.D., of Lincoln's-inn, Barrister-at-Law. London: Wildy & Sons. 1873.

Every book ought in fairness to be judged according to the purpose of its author, and we have no right to expect, in a book written "for students preparing for examination," more than that the materials to be found in existing text-books should be carefully collected, methodically arranged, and exhibited to the student in an attractive style. This last requisite, indeed, is so habitually absent from hand-books and elementary treatises, that an author who thus smooths the road to knowledge is entitled to the merit of a work of supererogation. This merit Mr. Rattigan may fairly claim: his style is clear and easy, and his historical references, even when they throw no additional light upon the Roman law, serve to give interest to the subject, and carry along the attention of the reader. The design of the work is to collect together in a single volume whatever is found scattered through the Roman books upon the law of persons; it was apparently suggested to the author by his own difficulty in preparing himself in that subject for the examination of the Inns of Court. He does not pretend to have written a work of original investigation; he only claims "to have carefully studied the works of the old civilians; to have compared their views with those of the modern continental jurists; and to have honestly examined for himself the original writings of the Roman juriconsults, and from all these sources to have compiled an unpretentious volume, which might assist the student in the better understanding of the *jus personarum* of the Romans." A claim so modestly put forward disarms any criticism which would complain of the book as a compilation; yet, perhaps, in the body of the work, the author too frequently assumes the air of independent research and investigation, and so often seems to be presenting original matter when he is, in fact, only transcribing, that it is possible the reader may be, in other places, misled into giving too little credit to his own labours. Indeed, the author is unusually clever in

"The method of transplanting trees
To look as if they grew there"

but his frank confession in the preface deprives of all dishonesty a practice which (after that public notice) may find its justification in the greater harmony and continuity which it gives to the style.

In the extent which he gives to his subject Mr. Rattigan is entirely justified, not only by convenience, but by the arrangement adopted in the Institutes. That arrangement starts with the division of persons into free and slave, and treats in detail of the latter, and of the cognate subject of freedmen, before the *patria potestas* is touched upon. This conclusively shows that the *jus personarum* was not conceived of by the systematisers, or rather the compilers, of the Roman law, as equivalent

to the law of domestic or family relations; and it is evident that if the subject were treated strictly from the latter point of view, no place would be found for a great deal that is deliberately dealt with by them under this general heading. But we cannot equally agree in the propriety of the distribution of matter. The first chapter rightly deals with the natural incidents affecting persons; but this would have been more properly followed by the third chapter, treating of civil capacity for rights, than by the second, which deals with such legal incidents as domicile, classes and professions, and relationship, especially as the last of these topics properly belongs to the topic of family law, which only occurs later in the work. Neither can we think that the chapter on juridical persons (chapter 6) is properly placed between a chapter on persons *sui vel alieni juris* and the subsequent chapters on marriage, adoption, and guardianship. These two chapters (the second and the sixth, the second, indeed, with the omission of the topic of relationship) should have closed the work.

It is to be regretted that, in the first chapter, the author should have allowed himself to be led into a discussion, which seems to us neither accurate nor consistent, on the meaning of the word *persona*. He labours the point that *persona* may sometimes be taken to mean the legal capacity or character in which a man acts, as, for instance, the character of consul, tutor, &c., but his evidence that it was so used in the Roman law altogether fails. He gives, at page 2, examples of the possibility of a man acting in one character and not in another, which would lead the reader to suppose that in the cases referred to the word *persona* was used. But is it so in fact? Nothing of the kind. Nor can the author find any but a single late instance in which even a slave is said to be devoid of *persona*. The discussion only confuses the subject, and it would have been far better to adhere to the accepted use of the term. This chapter, on the whole, is less satisfactory than most of the work. The second chapter also needs revision. Under the head of domicile the author omits altogether to notice the distinction between *origo* and *domicilium*, and cites passages relating to the one as if they related to the other. Even on the surface of the chapter the confusion is apparent by the inconsistency of the statements made, and Savigny's *System* (which is enumerated among the "works consulted") should have saved the author from this error. We ask the author's attention to these matters when he publishes a new edition of his work.

But, having made these observations, we must say that Mr. Rattigan has, with much industry and ability, compiled a work which will be, on the whole, a safe and useful guide to those for whom he has written. The abundance of matter is, perhaps, in the points of detail, somewhat excessive, but to have omitted these might have laid him open to the charge of incompleteness. The interest of this branch of Roman law is purely historical; there is scarcely a single detail of it (with a partial exception as to domicile) which is of real value to any modern jurisprudence, least of all to that of this country. That, however, is for those who prescribe the subjects for examination to consider. Mr. Rattigan writes to meet the artificial demand which is created.

It is to be regretted that the book bears marks of hasty press work. The table of *corrigenda* is very far from exhaustive, and through the misnumbering of the chapters (two successive chapters being numbered IV.) the chapter on Freeman and Slaves has altogether fallen out of the Table of Contents. As a set-off to this we may add that the Index is a good one.

The Council of the Incorporated Law Society dined at their hall in Chancery-lane on Wednesday last, Mr. F. H. Janson, the President, in the chair. Among the visitors present were Vice-Chancellor Hall, the Attorney-General, Mr. J. G. Talbot, M.P., the Town Clerk, and the City Remembrancer.

NOTES.

The Munich correspondent of the *Daily Telegraph* telegraphed a few days ago the following details with reference to the bill for the judicial organisation of the empire of Germany. "It consists of 11 chapters or 173 paragraphs, and from its details appears to be of a marvellously sweeping character. The High Courts of minor States, and those of a purely commercial nature, are to be abolished, and a like fate awaits trial by jury. 'Schöffens' tribunals are to be instituted for all criminal matters. The ecclesiastical jurisdiction over marriage is abrogated. A High Court of Cassation is projected, the future locality of which is not at present known, although it is supposed Leipzig will be the favoured spot. There is to be a public minister appointed to every court of justice, with the exception of those devoted entirely to commercial suits."

An extradition treaty with Brazil, which will come into force on December 1st, was published in the *Gazette* of the 21st ult. It includes among the offences for which extradition can be demanded on either side, murder and the attempt to murder; but by a protocol published with the treaty, it is declared that extradition shall take place only for the crime of infanticide, and not for the attempt to commit it. The other crimes referred to in the treaty as occasions for extradition of the offenders are manslaughter, making or uttering counterfeit money, forgery, embezzlement, false pretences, crimes by bankrupts in respect of bankruptcy, statutory crimes by bailees, bankers, &c., rape, abduction, child stealing, house breaking, arson, robbery with violence, piracy under the law of nations, destroying a vessel at sea or the attempt to do so, grave assaults on ship board, conspiracy to revolt on ship board. Participation in any of these offences is included where it is criminal by the laws of both nations.

The Court of Common Pleas recently made some severe remarks, in the case of *Siddebotham v. Kenworthy*, upon what Brett, J., designated as "a most objectionable practice, that a judge's order should be issued, not as his, but as the order of the Prothonotary of Manchester;" and the other judges termed the proceeding "presumptuous." We learn from a contemporary that the Prothonotary, having "carefully considered" the remarks of the Court, states that those remarks "had certainly very much surprised" him; but he thinks they would not have been made if counsel had duly set before the Court the rules by which legal business at Manchester is conducted. He maintains that he is justified in the course he took by the Act regulating the procedure of the Court of Common Pleas of Lancaster; and it is stated that he has continued the practice censured by the Court.

The Lord Chancellor has issued the usual order relating to the Christmas closing of the County Court offices. The days on which the offices are permitted to be closed are the 26th and 27th of December.

GENERAL CORRESPONDENCE.

CONCERNING PROFESSIONAL ATTIRE.

Sir,—Being interested as one of Mr. John Tucker's professional brethren, I should like to have his authority for the gown and bands, which he declares to be the professional costume of attorneys-at-law, in virtue of their being learned clerks; not—be it remarked—in virtue of any regulations imposed by sundry county court judges. Perhaps he would kindly state in your journal whether he means that the attorneys of long past generations wore robes of a prescriptive cut, as distinctive professional insignia, and not merely as ordinary articles of upper clothing. Assuming, for a moment, the correctness of Mr. Tucker's statement, and the likelihood of a general adoption of his suggestion on this point of professional costume, I may further ask him, when would he consider the use of a robe incumbent upon an attorney pursuing his calling? In his office chair? Suppose him bent upon out-of-door at-

tendances and Judges' Chambers work, what about the overcoat difficulty, which must prevail, so long as that garment is of modern shape? It would almost seem that the background and "well" of the different court rooms are the only suitable arena for the display of the robed attorney. But, speaking for myself, I should feel uncomfortable, nay humiliated, in the rôle of an apparent addition to the staff of ushers.

The truth, as it appears to me, is, that so long as an attorney's proper functions fall to be discharged, as at present, in a private or semi-private manner, his use of any marked professional costume, would be, if not ridiculous, at least entirely out of place. His true avocation does not lie in making actual public appearances. But that is the real work of his big brother the barrister, even while perched in a back bench, waiting for a call to address the Court; although in many cases we know it never comes. There he may sit melancholy, but nevertheless becomingly caparisoned, as the possible object of the general attention of a grave, and, in a sense, learned assembly.

I may admit that a different element—did it exist—might with propriety be considered as justifying Mr. Tucker's plea for the togation of attorneys. If the attorneys enjoyed a really corporate or quasi-collegiate organisation, involving any ceremonies or social observances—such even as dining in common—then might a robe be worn by them on such occasions with propriety; notwithstanding its public exhibition should be as little sanctioned, and as rare a spectacle, as that of a London Doctor of Science coming out of Convocation in Burlington House, and promenading Piccadilly in his scarlet gown turned up with lemon colour.

But, in fact, man millinery has little or nothing to do with the question of the status of attorneys. A thorough organisation is all we need. The numerous ranks of the profession make that a difficult task. It is far, however, from being one which is impracticable. The main body of the profession is composed of able, well-educated men, having a good position, and held in high public esteem. If they will only unite their strength, by even approximately carrying into effect the scheme lately propounded with such marked ability by Mr. Marshall, of Leeds, their actual grievances and, as Mr. Marshall justly expresses it, "the somewhat exasperating conditions" under which their work is done at present, will speedily be removed.

Nov. 26.

AN ATTORNEY.

UNAUTHORISED PERSONS ACTING AS SOLICITORS.

Sir,—I see from the *Times* that a new society, composed of barristers and solicitors, was formed the other day, one of the objects of which is to prevent unauthorised persons acting as solicitors. Surely this is a work which the Council of the Incorporated Law Society ought to undertake, and we solicitors ought to do all we can to bring before them any cases coming within our knowledge. Some time ago a client of mine sold some houses. The purchaser called on me. I asked him who was his solicitor, and he told me the clerk of an eminent firm of solicitors in the City, who lived near him, did his business. The name of this clerk was not in the *Law List*. I went to Windsor a short time ago to see a settlement under which a client of mine proposed to purchase. I found it was prepared by an estate agent and auctioneer. It was a wretchedly drawn document, and contained no power of sale, and if sale is to be made an application to the Court of Chancery is necessary. I say again, let us all combine to bring all cases we know of before the Council of the Incorporated Law Society, and we shall then see whether they are prepared to help us.

J. H. SCOTT.

19, Coleman street, Nov. 26.

THE NEW SCALE OF COMMISSION.

Sir,—I do not understand that any one has ever suggested that the proposed scale can, at present, be made compulsory; but it has been the object, not only of the Incorporated Law Society, but of some of the most influential Provincial Law Societies, to get such a scale sanctioned on the first convenient opportunity, and it is hoped that power will, in the forthcoming Land Transfer Bill, be given to the Lord Chancellor to adopt an *ad valorem* scale for business done under that Act. Such a mode of remuneration would, I venture to think, be far more satisfactory to the

client and agreeable to the solicitor than can be said to be the case with respect to the present mode of payment.

It is no doubt true, as mentioned by your correspondent "M. G. E.," that in some cases the sum fixed by the scale will prove an inadequate remuneration for the work done. On the other hand the reverse will sometimes be the case, and I can parallel his case by another pointing in the opposite direction. Within the last few months, I have completed a purchase of a freehold estate for upwards of £20,000, and the title being simple, I shall have great difficulty in making my charges, exclusive of disbursements, amount to £70. Under the proposed scale I should have been entitled to charge £260.

At the same time it is much to be desired that the proposed scale should be examined and criticised to the utmost possible extent, and that objections both to the principle and to details should be well considered.

A scale was first issued by the Law Society in March, 1871, and the revised scale is the result of two years' experience; but it is, probably, far from perfect; and the object of those who framed it appears to have been to arrive at some scale which may be generally adopted in practice, and may then be put forward to the Lord Chancellor, or other proper authority, as fairly remunerating solicitors for conveyancing work, to which alone it at present relates.

L. G. B.

Sir,—It is unfortunate that the profession should remain so supine under this proposed injury, as they do under every other; and it is still more unfortunate that the proposed most unfair measure should, like so many other measures of a like kind, come from a representative body of the solicitors themselves. Nothing can more clearly exhibit the customary professional fatuity than the fact that while this cruel blow to our bare rights has been threatened for several weeks, only one or two protests have appeared in your correspondence columns. Where there is so much to say, and where also one cannot be certain but one may labour for the waste paper basket, except one can be very brief, it is difficult to know how best to handle a subject. I will, however, procure my suggestions for this letter from that of your correspondent "M. G. E." With regard, then, to all the first portion, that gentleman must allow me to say he might as well have been in bed and asleep as write it—in fact, better, for he has shown that comparatively small transactions may be very expensive—a state of things that there is such a rage abroad to alter; and in point of fact such an alteration, if it could be carried out upon fair principles and by fair practice, would be as much for the benefit of the profession as the public. Of course "M. G. E.'s" firm fairly earned their bill of costs; but also, of course, a bill of £42 was a large bill for a purchase of the value of £300. That fact, however, arose either from the state of the law, or from the particular circumstances attendant upon the case put by "M. G. E.," in all probability the latter; and there can be but little doubt, that in all cases in which the costs of conveyancing are exceptionally large, the fact is caused by circumstances arising out of the dealings with the property by the owners, or even their laches, or negligence, and not through the state of the law. Our grievance is, that it would appear the determination of the public, and now, in the proposed scale, of the fortunate of our own profession, to throw justice to us to the winds, and tyrannically to say—"True, when conveyancing is dearer than it ought to be, it does arise out of the manner in which the public deal with landed property; nevertheless as they cannot give up the right of dealing with it as they please, you shall do your professional work for nothing, or at a starvation rate; it is quite true, as you urge, that in the case of all other professions we allow the members of them to put their own price upon their labour, but we will put our price upon the labour of you solicitors, treat your just remonstrances with contempt, and put you under restrictions which we dare not impose upon bakers or butchers." Do you ask me how I make this out? as does "M. G. E." in his way, I do in mine—point to the proposed commission scale: and I, like him, say the attempt to pay us—pay us did I say—no, starve us, as proposed by that scale, is a piece of gross oppression.

A SOLICITOR OF THIRTY YEARS' STANDING.

PRETTY ET UX. v. RICKMORE.

Sir,—I have only just seen your criticism (in the issue of the 15th inst.) on the above case. If the facts had been as you state them, your observations would be fully justified.

But, in truth, the defendant, the landlord, was under no liability to repair the pavement in question; whilst the covenant in the tenant's lease was in the ordinary form "to repair and keep in repair."

Indeed, as one of the counts in the declaration was framed on a supposed liability in the landlord to repair, it is obvious that if there had been any evidence of such a liability, the plaintiff would not have been nonsuited.

CHARLES T. THURPP.

Junior Counsel for the Defendant.

[We are much obliged to Mr. Thrupp for his correction, which no doubt puts a new aspect on the decision in question. We can of course only comment on cases as we find them, and in both the reports cited by us there are expressions which inevitably lead to the conclusion that the facts were understood by the learned gentlemen who reported the case in the sense in which they were taken by us. It is at least satisfactory to us to find that Mr. Thrupp agrees with us in the view of the law which we presented, although he quarrels with our view of the actual facts.—Ed. S. J.]

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

June 19.—*Re European Assurance Society, W. Williams' case.*

Transfer of shares—Misrepresentation—Concealment of facts by transferor—Fraud—Approval of transferee by directors—Contributory.

Where a shareholder, who is entitled to transfer his shares with the approval of the directors, desires to get rid of further liability in respect of his shares, and is well aware that his proposed transferee is a pauper, but conceals the fact, the transfer, even if completed, and if all the forms required have been performed to the letter, will be set aside, and the whole transaction will fail.

This was an application by the joint official liquidators of the European Assurance Society (which had been ordered to be wound up in January, 1872) to place the name of Mr. W. Williams on the list of contributories instead of that of Mr. Gilbert.

The facts of the case were as follows:—

The 96th clause of the deed of settlement of the European Society in effect provided that a shareholder, who wished to transfer his shares, should send to the directors a written notice containing a full description of the proposed transferee, and if the transferee were approved of, or if the directors did not, within fourteen days, propose a substitute, then the shareholder might transfer his shares to the person proposed by him. This clause of the deed will be found set out at length in *Lloyd's case*, 17 S. J. 46.

In May, 1870, Mr. W. Williams was the registered proprietor of 1,000 shares in the European Society, and, desiring to get rid of his shares, employed a Mr. Bensusan (a broker) to procure a transferee, which he did in the person of Mr. Gilbert; and on the 13th May, 1870, a notice of an intended transfer from Mr. Williams to Mr. Gilbert was forwarded to the society. In reply, the manager of the society sent, on the 16th May, a letter to Mr. Williams, informing him that the proposed transfer could be completed on the following day, on the arrears of calls then due being paid.

On the 19th May a deed of transfer in the usual form was executed by Mr. Williams and Mr. Gilbert, and on the 24th May the secretary of the society enclosed, in a letter to Mr. Bensusan, the certificate in favour of Mr. Gilbert for the 1,000 shares.

Both the notice and the deed of transfer described Mr. Gilbert as a "gentleman," and stated that the consideration paid by him was £5.

The joint official liquidators alleged that these were

* Reported by R. T. RAIKES, Esq., Barrister-at-Law.

material misstatements of fact, and it was stated by Mr. Gilbert, in his examination before the assessor, and also before the arbitrator, that he was formerly a coach proprietor and driver, but that, having been totally blind for ten years, he was wholly destitute of means, and, at the date of the deed of transfer, had not so much as £5 in the world, and that, instead of paying a consideration of £5, he was paid £2 16s. for the use of his name and for executing the transfer.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidators, submitted that there had been distinct and wilful misrepresentation in the transfer notice and transfer deed, and that Mr. Williams knew at the time all the circumstances of the case.

Langworthy for Mr. Williams.—The term "gentleman" is one of most indefinite import, and is not an inaccurate description of Mr. Gilbert. The part of the case which rests upon this point must fail altogether: see *Masters' case*, L. R. 7 Ch. 292. Then, as to the other point, by the terms of the company's deed of settlement the consideration is not required to be stated at all. The £5 was actually paid to my client, and he believed, and has sworn that he believed, that that was the true consideration.

Lord WESTBURY.—I am very sorry he has done so. It is surprising to me that transactions of this kind, that bear their real character stamped upon their face, should be attempted to be so gilded and varnished as to impose upon the minds of plain honest men, and to induce them to believe that the thing is something else than what it is in reality plainly observed to be, by anyone who will not allow his eyes to be wilfully closed to the truth.

Now, I mean to insist upon the rule applicable to these cases, which, perhaps, has not hitherto been quite observed, and I will state my reason for bringing that forward as my rule of decision—and unquestionably I shall adhere to it, believing it to be rightly founded in equity, and most necessary for the preservation of true moral conduct as between man and man.

Originally, before the statute, we know in common law partnerships that the shares of the partners did not admit of being transferred to an individual not being a member of the partnership. The Legislature thought it right to alter the law in that respect, and accordingly it made a general enactment giving liberty to parties who have shares in a partnership to transfer those shares, but then it qualified that power by very stringent provisions, which were intended to protect the other partners from being imposed upon by the introduction of paupers, and unqualified and improper persons, and were also intended to protect the public from having the name of a solvent and qualified individual withdrawn and another person substituted for that name who had none of those qualifications. Now what it required was this, that the partner desirous of transferring his shares should make a representation to the directors of the company, and that representation should involve a statement of the position of the individual transferee, whom he desired should be substituted in lieu of himself as the owner of his shares. Now the object of that provision is plain; it was plainly intended to prohibit the introduction of improper persons; but besides this rule of conduct, the things that were required to be done, taken (as we are in the habit of doing in equity) abstractedly from the form of the prohibition, amount to a real engagement between the parties that the man who desires to retire should not attempt to effect that object in any manner that would be detrimental to his co-partners. It is material to notice that, because in many of these cases the partner wishing to sell believes himself quite at liberty to sell when he has to the letter observed the forms required, and if it so happens that the directors have not required of him distinctly what they might have required he has deemed himself at liberty to disregard the obligation upon him, and to get rid of his shares, if he could do so, although he was perhaps perfectly well aware that his donee was a very improper person to be incorporated into the partnership, and to become a partner with his brother shareholders.

Now I mean to regard these cases in this light. I do not care a rush whether the directors inquired or not, or whether there was misrepresentation or not, but if I find that the man who desired to dispose of his shares in favour

of A. B. knew very well in his mind at that time that A. B. was an insolvent man, or a dishonest man, or a most improper man, for some reason or other, to be introduced into the partnership, I shall hold that that personal knowledge on the part of the individual disposing of his shares forbade him to do what he desired to do; and that his persisting in doing it, relying on the ignorance of the directors and concealing what he knew, was a fraud upon the directors.

I mean to treat Mr. Williams precisely by that rule. Is he in that situation that I must impute to him knowledge of the circumstances with regard to Mr. Gilbert, which Mr. Bensusan knew? If so, these circumstances were such as rendered it very improper and very wrong that Mr. Williams should send in the name of Gilbert, the pauper, with, in reality, a recommendation that he should be admitted into the books of the partnership as a partner. Now, if you will judge these cases by that light, a great number of these things, which are argued about, but which are, in reality, immaterial, may be entirely dropped out of consideration. If the assignor knows that his representation is one calculated to deceive, is one that does not convey to the directors what it was important for them to know, which the assignor knows, but which he does not tell them, he shall get no benefit, as far as I am concerned, from the transaction; the transaction shall be examined and discussed with reference to what would have been the case if the gentleman, instead of concealing what he has concealed, had faithfully and openly narrated to the directors all that he knew with regard to the proposed assignee.

Now the steps for disposing of this case are these. First of all, was Mr. Bensusan in this transaction of the assignment in any sense or way the agent of Mr. Williams? Undoubtedly he was. Mr. Williams goes down to Mr. Bensusan, something takes place between them, by virtue of which Mr. Bensusan actually sells Mr. Williams' shares, and Mr. Williams does not complain of that transaction but adopts it. Mr. Bensusan found out the purchaser, and approved of him, and sold the shares to him. Well, now, what was the condition of the purchaser? He was a man steeped in poverty, not only extremely poor, but unfortunately visited with an infirmity that left him no hope of being able to rise and attain to a better state in life. He was so poor that he was indifferent about the transaction. He is represented upon the face of the transaction as paying £5. It does not appear that he was a party to that falsehood. Mr. Williams knew that that was the representation, and he knew that it was false. Mr. Bensusan knew that that was the representation, and he also knew that it was false. We find the agent of Mr. Williams selecting a purchaser, in order to accomplish the object of Mr. Williams clothing that purchaser with the character of being a person of some means, or at least a person that could command some little money, so as to give the transaction the character of a *bond fide* sale, instead of its being a transfer of liability only, and of nothing like property, with a bribe to the transferee of £2 16s. to accept that liability. Can Mr. Williams stand in this room, and tell me that it was a proper thing to do, to take 1,000 shares, on which there were calls still to be made, involving a great liability, and to go down and pick out a pauper to manipulate the whole matter, through the agency of Mr. Bensusan, who carries it out in the best possible manner—that manner, however, being at variance with the truth? And here Mr. Williams comes into a court of justice, and in reality tells me this:—"I verily believe that if the directors had known the truth, had known who Mr. Gilbert was, had known the manner in which he has been brought upon the stage, if they had known the misrepresentations throughout the whole of this transaction, still they would not have been deterred, and ought not to have been deterred, from putting Mr. Gilbert upon the list of shareholders." Now, does anybody believe that? Is there any gentleman in this room who believes that the directors, with full knowledge of these circumstances, would have been bound to put Mr. Gilbert upon the list of shareholders, for it is not merely what they might have done, but it is what they might have been justly and rightly required to do. If, giving them the knowledge that Mr. Williams had, you can still say it was their duty to have put Mr. Gilbert upon the

list, then I admit that the transaction is one which must pass muster. But it is no such thing; it is plain to everybody that there was a studied desire and attempt by false statements to conceal the truth; it is plain to everybody that if the truth had been known the directors would have committed a grievous error in putting Mr. Gilbert upon the list of shareholders. It is perfectly clear to my mind that Mr. Williams, if it were a case of another kind, would have been the first to have complained of it, and therefore by that I try the case, and I hold that it was an improper transaction to attempt to smuggle Gilbert, a confirmed pauper, on to the list of shareholders, and the transaction ought to be condemned and ought to fail, and Mr. Williams must pay the costs of it.

Now I hope these principles will be recollected, for I see we shall have a great many of these transfers, and I can see that many persons may attempt to escape by adhering to the letter, and not entering into what ought to be the spirit of the rule to be taken therefrom; but I shall try it by that rule of honesty, and, where it does not answer that rule, I shall condemn the party by annulling the whole attempt, and by making him pay all the costs. Of course Mr. Williams will be restored to his former position on the list. Let Mr. Williams pay all the costs of and incidental to the case.

Solicitors for the joint official liquidators, *Mercer & Mercer*.

Solicitors for Mr. Williams, *Boulton & Sons*.

QUEEN'S BENCH.

Nov. 19.—*Scorfield and Others v. Jones*.

Practice—Costs—Review of taxation.

A taxation of costs cannot be reviewed on a point not raised before the taxing master.

This was a rule calling on the plaintiffs to show cause why a master of the Court should not be at liberty to review his taxation of costs in this cause, on the ground that certain items for copies of policies ought to have been disallowed, as printed copies might have been obtained at a small expense. The action was tried at the Liverpool Spring Assizes. It was on a policy on the hull and materials of a ship called the *Caspian*. The plaintiff recovered for a total loss. On the taxation the master allowed £8 Gs. 8d. for manuscript copies of policies, whereas printed copies could have been obtained at a trifling cost. No objection was raised before the master on the ground that the cost of printed copies only ought to have been allowed.

Reginald Brown showed cause, and contended that the rule of practice was that the taxation could not be reviewed on a point not raised before the taxing tribunal. He was stopped by the Court.

J. E. Gorst in support of the rule, but

Rule discharged.

Attorneys for the plaintiffs, *Young, Maples, & Co.*

COMMON PLEAS.

(Before *COLERIDGE, C.J.*, and *KEATING, BRETT*, and *DENMAN, J.J.*)

Nov. 24.—*Re Greville*.

The *Attorney-General* applied on the part of a gentleman named *Greville* for an order directing the examiners of the Law Society to grant him a certificate of having passed the preliminary examination. The facts were that Mr. *Greville* was articulated to a solicitor in February, 1871. At that time he was dependent on his father, and lived with him. That gentleman occupied the position of clerk in one of the Government offices, and he was also vestry clerk of Wandsworth. He died in March, 1872, and Mr. *Greville* then found himself in this position with his family, that his mother and some younger brothers were left to a great extent dependent upon him, and the offer was made to him that he should succeed his father in the position of clerk to the Wandsworth Vestry, and in April, 1872, he accepted that offer, and became clerk to the vestry. He had since applied to the examiners of the Law Society, and he had *de facto* been examined, and it was conceded that he had passed the examination satisfactorily. But he had to make a preliminary statement, enforced by the examiners, of the

position he had been in. Upon that statement being made by Mr. *Greville*, the examiners, in accordance with their duty, thought it right to submit to your Lordships the question as to whether he is or is not entitled to proceed in the course of his articles, and whether they ought to allow him, or assist him to arrive at his final examination. The affidavit shows the fact that he was of necessity obliged to accept the position he did, and the gentleman to whom he has been articulated states that his attendance at the office was regular, and that his appointment as clerk to the vestry required only his attendance in the evening, and that the very small amount of work which he was required to do in that capacity in the daytime was performed by deputy—that he has never in any way (except when he was permitted to do so, on particular leave allowed by the principal) been absent from the office, or from the duties of the office, during business hours; so that he has obtained the knowledge that an articulated clerk would have obtained in the same position. It is stated by the applicant that he has received a salary of £100 a-year for the performance of his duties to the vestry. The words of the section (10) of 23 & 24 Vict. c. 127, are these—"No person hereafter bound by articles of clerkship to an attorney or solicitor shall, during the term of service mentioned in such articles, hold any office or engage in any employment whatsoever other than the employment of clerk to such attorney or solicitor and his partner or partners (if any) in the business, practice, or employment of an attorney or solicitor, save as by the first hereinbefore mentioned Act, or this Act otherwise provided; and every person bound as aforesaid shall, before being admitted an attorney or solicitor, prove by the affidavit required under section 14 of the first hereinbefore mentioned Act, that he has not held any office or engaged in any employment contrary to this enactment, and the form of such affidavit as aforesaid shall be varied by such addition thereto as may be necessary for this purpose."

BRETT, J.—The question is, whether this section is merely directory or a condition precedent.

The *Attorney-General*.—In the case of *Re Peppercorn*, L.R. 1 C. P. 473, the question arose upon the final examination whether the applicant's acting during his clerkship as the steward of a manor, would be an infringement of the statute. He had appointed a solicitor to act as a deputy, by whom the general business of the manor was transacted, and the only way in which he had acted in the business of the manor had been by being present at the courts to admit tenants and take surrenders. He had been absent during his articles on three occasions, of one day each, for the purpose of being present at the courts, with his principal's consent. The Chief Justice in delivering judgment said, "We are of opinion that the service of the applicant under his articles has been sufficient within the meaning of the statute, and that his affidavit explains the very peculiar circumstances under which he became for a time steward of the manor, so as to entitle him to his certificate. It appears that the inheritance of the manor itself devolved on his family on the death of his father, and with it the office of steward in the manor devolved on him as the legal member of his family. He held it at the request of his mother, brothers, and sisters, performing the duties by deputy, and having consumed only two or three days in two or three years in visits to the manor court, with the leave of his employer, acquiring thereby professional knowledge, and at the same time protecting a property in which he has an interest." That case is clearly identical with the present one. The applicant has performed these duties almost entirely as much as the applicant in that case did by deputy. He has not been absent from his employment. It was only when he was away in the evening from the office of the attorney, in the natural course of business, that he has in any way attended to what was required of him by the vestry. In *Peppercorn's* case the Chief Justice holds that Mr. *Peppercorn* was holding an office.

COLERIDGE, C.J.—*Peppercorn's* case is a very peculiar case, because the judgment points out that the manor came to the family, and as the Chief Justice said, in delivering the judgment of the Court, "and with it the office of steward of a manor devolved on him as matter of arrangement between him and his brothers."

The Attorney-General.—Still it was an office which devolved upon him. How it came to him, whether by grant, or by election, or however it may have been, he still held that office. He received emolument from it and performed duties in connection with it.

KEATING, J.—The Court seems to have thought in *Peppercorn's* case that *Peppercorn* held an office within the meaning of the statute, and the judgment is stated to have been given after conferring with the judges of the Court of Queen's Bench.

The Attorney-General.—Who had previously refused the rule. The Court of Common Pleas allowed the applicant to be admitted. The question I submit to your Lordships is, whether your Lordships will allow that decision of *Re Peppercorn*, showing that the Court looked at the letter and spirit of the Act, to be the rule here. I can only suggest that from the affidavits it appears that the applicant has done no act inconsistent with his employment as articulated clerk, or inconsistent with the words of this section here, "that he shall not hold any office or engage in any employment whatsoever other than the employment of clerk to such attorney or solicitor." Your Lordships will recollect it says "during the term of service." During the term of his service he did serve every hour of the time that he was required to serve by his articles. He gives his whole time to the person to whom he is articulated during the day, and during his office hours, and certainly so far as the spirit is concerned, during the term of his service he was fulfilling no other duty which would interfere with the performance of his duty of articulated clerk. Filling this other position is, without doubt, in one sense, an "occupation." But it is an "occupation" or "employment" perfectly consistent with his position of articulated clerk, and all I can ask your Lordships is, whether you will hold yourselves bound by the statute to say that no employment whatever, however consistent with his duty, and however little it interfered with his employment of articulated clerk, shall be entered into by such articulated clerk. If your Lordships were to hold that rule as binding upon you to its most rigid extent, it would be in fact saying that the articulated clerk is to be in perfect idleness, or at all events that he is not to allow himself to be occupied after the hours of the day in which he is officially employed. Mr. Greville himself, and the gentleman to whom he is articulated, both say he has not been absent during the office hours, and that he has done his duty by deputy in the day time with regard to his position of vestry clerk; and when he has been absent in the day time it has been only on two or three occasions, and then he has had permission to be absent, and he has not performed any other duty but that of an articulated clerk. I have not looked at any other section of the statute except the words of the 8th section, and those go to the final examination on the admission as an attorney. Probably if this was a case in which the applicant was seeking to obtain his certificate for admission I should pray in aid the 8th section, but here Mr. Greville is not seeking to be admitted as an attorney but only to be allowed to pass his preliminary examination. I may say that the examiners have no objection to granting the certificate if your Lordships think it right that it should be granted, as they have every sympathy with Mr. Greville.

After hearing *Garth, Q.C.*, the judgment of the Court was delivered by

COLERIDGE, C.J., who said—I am of opinion that we cannot grant the application in this case, though with regret, because it is stated by the Attorney-General, and not controverted by Mr. Garth in any way, that this young gentleman is a very meritorious person, and there is no desire to prevent his admission as an attorney if, within the rules of the Court, and the provisions of the Act, he can be admitted. Now I confess, for my own part, it seems to me impossible to get over the direct enabling words of the 10th section of the 23 & 24 Vict. c. 127. I am clearly of opinion that they enact a condition precedent that before a person can be admitted an attorney he must comply with the words of the statute, and not hold any office or engage in any employment whatsoever, other than the employment of a clerk to an attorney or solicitor, with certain savings which do not affect the present case, and that he must by affidavit show and prove that he has fulfilled that condition which is enacted in the earlier part of the section, that is, as to not holding any office or engaging in any employment. Now, I think in this case this gentleman has both held an "office" and been engaged in an "employment," and it would be trifling with the words of the statute, and would certainly be an example of the

truth of the saying that hard cases make bad decisions, if we were to come to any other conclusion in this case than that however much we may regret it, this gentleman has not fulfilled the conditions enacted by the 10th section. The case of *In Re Peppercorn*, decided in this court, was a case of a very peculiar sort. It was a case in which, if it was an "office" it came to the man as part of a family arrangement. The whole matter was a matter of family property, and the stewardship of the manor devolved upon him—in the language used by the Chief Justice in delivering the judgment of the Court—as a matter of arrangement between himself and his brothers and sisters, and was held by him for the purpose of looking after with more advantage their common property. It was a very peculiar case, in which, apparently, the judgment of the Court must have been that, under the circumstances, the words of the statute were complied with, and no "office" was held, because, although the word "office" is used by the Chief Justice in delivering the judgment, it appears by the report of the case that the judges of this court had satisfied the judges of the Queen's Bench, and had pronounced their judgment with the assent of the judges of the Queen's Bench, who had decided upon the words of the statute, and must therefore have been satisfied not merely that the spirit of the statute was not broken, which, as I gather, they thought all along, but must have been satisfied by the reasoning of the judges of this court that the letter of the statute also had not been broken in that particular case. Without saying more about it, it may be enough to say that that was a very peculiar case, and it stood on its own ground. We are asked to extend that case by a very much wider decision. Certainly I am not, and I believe the Court are not prepared in this case to extend the construction of the statute in the manner asked for by the Attorney-General.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Nov. 18.—*Ex parte Buckley, In re Bartrum.*

Accommodation bills—Lien—Rule in Ex parte Waring—Where it is applicable.

This was a motion made on behalf of Mr. C. J. Buckley, the trustee of the property of Arthur Charles Bartrum, for an order directing that Mr. George Millar should deliver up to Mr. Buckley all staff pieces and manufactured goods belonging to the estate of the debtor which were in his possession or under his control, or directing that he should pay to Mr. Buckley the proceeds of such goods; also that he should deliver and transfer to Mr. Buckley a certain acceptance for £700 drawn by the debtor under his firm of A. C. Bartrum & Co. upon and accepted by Messrs. E. McMorland & Co., now in the possession of the said George Millar; or that it might be declared that such goods and proceeds and the said acceptance were securities for indemnifying Mr. Millar against certain bills of exchange amounting altogether to £3,524 8s. drawn by the debtor upon and accepted by Mr. Millar, and which were current on the 25th of July, 1873. The respondents in the motion were Mr. George Millar, 15, Bow Bank-lane, London, commission agent; the Bradford Old Bank, Limited, Bradford; Messrs. Richardson & Co., 28, Clement's-lane, London, bill brokers; the Exchange and Discount Bank, Limited, Leeds; Messrs. Benj. Wright & Son, stuff manufacturers, Wibsey; and Messrs. Wilkinson & Airey, silk spinners, Brighouse. The respondents other than Millar were the holders of the several bills, amounting to £3,524 8s., mentioned in the notice of motion.

His Honour said that in opening the motion the following questions were raised for decision:—1. Whether on the 25th of July, the day on which the petition for liquidation was presented, and from which day the title of the trustee dated, the respondent, George Millar, had any and what lien on the goods referred to in the notice of motion. 2. If he had, whether according to the rule established in *Ex parte Waring*, 19 Ves. 345, the goods ought not to be sold for the benefit of the debtor's estate and the proceeds divided *pro rata* among the other respondents (the bill-holders), and their proofs against the debtor's estate reduced proportionally. 3. Whether, assuming the lien as to the goods to be established, the acceptance for £700 mentioned in the notice of motion would, under the circumstances under which that acceptance was received by Millar, be

covered by the lien; and if not, whether the Court would order Millar to deliver it to the trustee as forming part of the debtor's estate. There was also a subsidiary question raised upon a separate notice of motion to which Millar and Messrs. Balfour & Co. (but not the bill-holders) were respondents; whether part of the goods of which Millar was in possession at the date of the notice of motion (8th October) had not been wrongfully obtained by him from Messrs. Balfour & Co. since the 25th of July, 1873. This motion, after being partly heard, had, on the submission of the trustee, been since dismissed with costs, and the order would therefore apply to all the goods and proceeds of goods in the possession of Millar on and since the 25th of July last, as well as the £700 acceptance. His Honour then referred at some length to the evidence in the case, as given by affidavit and *vide voce*, and said that the result of the evidence had satisfied him that the contradiction between them upon the question he had now to decide, viz., whether the goods in the possession of Millar were held by him as a security for his liability on the current acceptances, was more apparent than real; and if an instance were wanted, this case would help to show the enormous superiority of *vide voce* over affidavit evidence. It appeared that from the year 1865 down to the period of his insolvency the debtor had been in the habit of drawing to a certain extent upon capital raised by means of bills drawn by him upon and accepted by Millar for his accommodation, Millar having in his possession and under his control goods or the proceeds of goods sold by him for the debtor. Under such circumstances it was the duty of the debtor either to provide for the acceptances as they matured, or to take care that Millar was provided with the means of meeting them as they became due. It was Millar's right to have this done, and although until the failure it was not necessary for him to act adversely to the debtor, it appeared that he generally, if not always, had by means of the goods or moneys in his possession, or under his control, the power to protect himself if the debtor had neglected to do so. Each of the parties had perhaps exaggerated his own part of the matter, Millar representing that he was more active in procuring the means for meeting the acceptances as they became due, and the debtor representing that he did everything and Millar nothing (except by his special direction and authority) towards meeting the bills. He thought that the truth lay between the two statements, but for argument's sake he would assume that the debtor's statement was correct; that he provided either directly by remittances of moneys of his own or indirectly through special instructions given to Millar, as his agent, the means of meeting the acceptances as they fell due. What then? Why, in so doing, if he did it, he was only doing what, as the party for whose accommodation the bills had been accepted, he was bound to do. He was only meeting his own engagements. The conclusion he (the judge) came to from the evidence, the affidavits, the *vide voce* examination of the parties, the correspondence which had been put in, and the accounts between them as appearing in the debtors' ledger, was that the allegation contained in the third paragraph of Millar's affidavit was substantially correct; and in confirmation of this view he found on reference to the debtor's balance sheet that he represented to his creditors that the £2,208 11s. 9d. represented goods in Millar's hands applicable to meet his acceptances for £3,524 8s., and although that statement was made with a different object and for the purpose which he thought was founded upon a mistaken view of the respective rights and liabilities of himself and Millar, it was an admission by the debtor that they formed no part of his estate otherwise than as subject to the larger liability of Millar as acceptor. He came, therefore, to the conclusion that the lien claimed by Millar was established, and that the first part of the notice of motion which asked that Millar should forthwith deliver up to the trustee the goods in his possession belonging to the debtor's estate must be dismissed, and this would extend to the goods in Millar's possession, received from Messrs. Balfour. The next part of the motion asked for the delivery up to the trustees of the acceptance for £700. He referred to the facts as to this acceptance, and said it was admitted on the argument before him that the £2,208 11s. 9d. mentioned in the debtor's balance sheet as the estimated value of the goods in the hands of Millar applicable to meet his acceptances for £3,524 8s. included this acceptance for £700; and that admission, coupled with the evidence, was sufficient to entitle Millar to retain that acceptance as part of his lien, and to receive the £700 from

Mr. Morland when it became due, and give a valid discharge for it; and as a consequence, that the trustee and the debtor were not only bound not to interfere with or prevent such receipt by Millar, but were bound to do all acts necessary and proper to enable Millar to obtain such receipt. The second question—viz., whether the rule established in *Ex parte Waring* ought to be applied in this case, had to be considered, and in his opinion that rule was not applicable. His Honour then referred at some length to the authorities in which *Ex parte Waring* had been applied (*Ex parte Alliance Bank*, 17 W. R. 248; L. R. 4 Ch. 423; *Hickie & Co's case*, 15 W. R. 476, L. R. 4 Eq. 226; *City Bank v. Luckie*, 18 W. R. 1181, L. R. 5 Ch. 773; *Bank of Ireland v. Penny*, 20 W. R. 300, L. R. 7 Ex. 14); and said that the rule was applicable when necessary to settle conflicting rights of creditors under two insolvent estates where both had become subject to forced administration. In this case there were not two insolvent estates, and the rule was not applicable. The order of the Court would be one dismissing the motion as far as it sought the delivery up by Millar or his accounting for and paying to the trustee the proceeds of any of the goods in his possession, or the acceptance for £700; and declaring that the goods, including the goods received from Messrs. Balfour & Co., and the proceeds and their acceptances were securities in the hands of Millar, indemnifying him against the payment of the several bills amounting to £3,524 8s. drawn by the debtor upon and accepted by Millar. And it appearing that the value of these goods and acceptances was insufficient for the purpose of such indemnity, he should declare that the said George Millar was entitled to sell and dispose of these goods and to receive the proceeds thereof, and also the sum of £700 due upon the acceptance, and give a valid discharge for the same to the acceptors; and it was ordered that the trustee should concur with Millar in doing all such acts as might be necessary for enabling him to receive and give a discharge for the sum of £700; and that Millar should apply the proceeds of these goods and the acceptance for the benefit of the bill-holders in such manner as they should agree upon, so that none of the said bill-holders, after giving credit for the composition of 7s. in the pound mentioned in the scheme of arrangement for the settlement of the affairs of the debtor, or so much of such composition as the bill-holders should respectively receive, shall receive more than 20s. in the pound on the amount of the bills held by them. The Court would also declare that the bill-holders were enabled to prove against the estate of the debtor for the full amount of the bills, and to receive the composition of 7s. in the pound thereon. With regard to costs, an order was made that the trustee should pay to the several respondents who had appeared on their motion their costs, to be taxed by the Registrar; and that the trustee be at liberty to add their costs and also his own on the application to the costs entitled to be paid under the scheme of arrangement, but so as not to prejudice the right of the creditors to the composition of 7s. in the pound on the security provided for the last instalment. Liberty was reserved to the trustee to apply to the Court in respect of the disposition and application by Millar of the goods and moneys, the subject of the indemnity, and otherwise under this order as he might be advised.

On Friday there was issued a Parliamentary paper, designated a nominal return of the licensing districts, in which the justices, in pursuance of the powers granted by section 24 of 35 & 36 Vict. c. 94, have altered the hours of opening as fixed by the statute. In England and Wales, on Sunday, Christmas-day, and Good Friday, there were 42 alterations by opening at 1 p.m. and 70 closing at 9 p.m., and 2 closing at 11 p.m. On all other days there were 65 opening at 5 or 5.30 a.m., 55 opening at 7 or 7.30 a.m., 75 closing at 10.30 p.m. and 13 closing at 11.30 or 12 p.m. There are, including boroughs, about 890 licensing districts, in about 200 of which the justices have made alterations under the 24th section of the Act in the hours of opening and closing. The table shows that 114 alterations in the hours have been made as regards Sunday, Christmas-day, and Good Friday, and 208 as regards all other days. There is also one case as regards Sunday, Christmas-day, and Good Friday, in which the first hour of closing is extended to 3 o'clock, and another in which the second hour of opening begins at half-past 6 o'clock.

OBITUARY.

MR. J. P. FEARON.

In our last impression, says the *Sussex Express*, we adverted with deep regret to the death of Mr. John P. Fearon, the head of the well-known firm of Fearon, Clabon, & Fearon, solicitors and Parliamentary agents in Great George-street, Westminster. Mr. Fearon, from failing health, had lately resided at his house, near Cuckfield, his native place, where, among a large circle of friends, he was sincerely beloved and respected. One of those farsighted men, who, in the infancy of the railway system, perceived the importance of its extension through the country, he was, with a few others, the originator of the South Eastern Railway; and it was he who suggested, and at a critical moment accomplished, the purchase of the Folkestone Harbour, the control of which he saw to be essential to the foreign traffic of that line. Subsequently, Mr. Fearon was appointed solicitor to H. M. Attorney-General in *ex-officio* charity suits; and we are assured that his reports on the cases which were thus brought before him would form a very instructive volume on the true principles of charity law. It was mainly owing to his suggestions that the Act was passed constituting the present Charity Commission. But though a man of acute intellect and extensive knowledge, he will be remembered in his native place, chiefly from the unvarying kindness, sweetness of temper, and cheerfulness which endeared him alike to rich and poor. Mr. Fearon was son of the Rev. Joseph Francis Fearon, for many years vicar of Cuckfield, and a prebendary of Chichester, and he married the daughter of James Burton, Esq., of St. Leonards-on-Sea.

SOCIETIES AND INSTITUTIONS.

INTERNATIONAL COPYRIGHT.

At the meeting of the Social Science Association held at their rooms in Adam-street, Adelphi, on Monday evening last, Mr. Thomas Webster, Q.C., F.R.S., read a paper on Copyright as affecting British Authors in the Colonies, United States, and Foreign Countries. The chair was taken by Mr. Henry Reeve, C.B., who after the secretary (Mr. Ryalls) had read the minutes of the preceding meeting, made a few observations on the subject of the paper. Besides the interest which the subject has for authors and those who are financially connected with copyright, it has a legal bearing, as it raises questions of law, both in this country and in the colonies, which have not been as fully considered as perhaps they should be. The object the society had in view was to call the attention of the public to the question and to afford them information on various points, and he had no doubt the paper to be read would contribute to that result. He then introduced

Mr. THOMAS WEBSTER, Q.C., who observed that property in intellectual labour, as embodied in a "book" or "dramatic piece," is recognised by most civilised nations, and maintained and protected by them in some way. The laws of such property, as regards subject matter and ownership, may be regarded as substantially the same in all countries, but the practice and procedure is widely different. The question of assimilation of law, practice, and procedure was brought by the late Mr. Robertson Blaine, in treating of International Copyright, before the Jurisprudence Section at the Bradford Conference of the Social Science Association in 1862. It has also come under the notice of the Foreign Office, the Colonial Office, and the Board of Trade, and communications with Canada and the United States have also taken place. Draft bills have been prepared and schemes proposed to endeavour to secure some more satisfactory arrangement as regards the Colonies and United States of America. It was also brought before the Vienna Patent Congress, and the Brussels Conference on International Codification. In the discussions on the subject it has been suggested that attention should be directed in the first instance to the assimilation of law, practice, and procedure on different special subjects, as property in intellectual labour, or bills of exchange, charter-parties, warrants, and negotiable instruments generally. In approaching the subject it is desirable to ascertain the actual state of existing law; the difficulties

which have arisen, or are alleged in its operation; and the suggestions made and schemes proposed for their removal. A distinction has been made between copyright before publication, which is the right of property founded on labour and occupancy, and copyright after publication, which is the creation of municipal law. The present law of copyright in books and dramatic pieces depends on the statute 5 & 6 Vict. c. 45 (Copyright Act, 1842), under which Act any person, whether British or alien, on publishing a book first in the United Kingdom, has copyright throughout the British empire. The speaker was of opinion that the preamble of the Act contained an invitation to men of learning in every country to make the United Kingdom the place of first publication of their works, and the Act is, therefore, auxiliary to the advancement of learning in this country. The author, however, who publishes first in any colony, dominion, or possession abroad, as Canada, India, Australia, or in any foreign country, has no copyright except what the law of the place may give him, and within the limits of that place. The Copyright Act, 1842, prohibits the importation of reprints of British copyright books into the colonies, and has caused remonstrances as to its operation from the North American colonies. These remonstrances had the effect upon her Majesty's Government of causing it to make provision by 10 & 11 Vict. c. 95, 1847, for suspending the prohibition of the importation of foreign reprints of English books into a colony, in cases where the colony might make provisions for protecting the rights of the author, such provisions having the approval of her Majesty in Council. In carrying into effect the Act of 1847 a duty was imposed by the several colonies on foreign reprints imported into the North American and other colonies, this duty to be remitted to this country for the benefit of the owner of the copyright. The above Acts in practice are said to have proved a complete failure, and the difficult question arises as to the steps that should be taken by way of alteration and amendment. The Act of 1847 might as well be an empty form as far as regards the protection of authors; and while it remains unrepealed its fatal influence is doubly felt. The returns of 1868 plainly show that the Act is a failure, for out of the sum of £145 Os. 9d. received for the nineteen colonies, they remitted £117 ls. 6d. The inefficiency of the Act renders it necessary that some arrangement with both Canada and the United States should be made. In conclusion, Mr. Webster considered the whole question was one well deserving the attention of the Social Science Association.

Mr. FREDERICK HILL then opened a discussion upon the subject, observing that the proceedings of the Vienna Congress augured well for the success of the measure, which contemplated allowing authors, wherever they might issue their works, the right over the proceeds of their labour. It seemed that we were upon the point of inducing the Americans to agree to some satisfactory arrangement. He stated that in times past it was a subject treated of by both Mr. Dickens and Mr. Trollope. Under the present circumstances the reward of intellectual labour is diminished, the motive for exertion is reduced, the character of literature is to a certain extent marred, and the true interest of all is the protection of the very best works of literature. He ventured to differ from a few of the points enunciated in Mr. Webster's paper. Mr. Hill moved "That the valuable paper of Mr. Webster's be referred to the Section of Jurisprudence for their consideration, with a view to action."

Mr. THOMAS LONGMAN thought that copyright was either property or it was not property. If it was property it should be protected and guarded in the most careful manner. Lord Macaulay, speaking in the House of Commons on the subject, said there was no doubt that copyright was a monopoly; but it was one of the very best kind, and was created for the best object and with the best results. Authors, who were formerly paid by patronage, were now rewarded according to their labours, the value of which were fully recognised, and there did not appear to be a better regulation possible.

Several other speakers addressed the meeting, amongst them being Messrs. Daldy, Galpin, Heath, and others. After a resolution moved by Mr. S. White had been carried, a cordial vote of thanks to both the chairman and Mr. Webster were passed.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday evening, the subject for the evening's debate being, "That the profession does not sufficiently guard and advance its own interests." The motion was carried by a majority of two.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A meeting of this society was held at the Law Library, Small-street, on Tuesday evening, the 18th inst., E. J. Swann, Esq., solicitor, occupying the chair. The following was the subject discussed:—"Was the opinion of the Court of Queen's Bench in the case of *Roberts v. Humphreys*, 21 W. R. 885, right, in view of previous decisions?" Mr. Foster opened in the affirmative, and was apposed by Mr. Dymond. The question was decided in the affirmative by one vote.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held on Monday last. The following question was appointed for discussion:—"Was the case of *Revell v. Blake*, 20 W. R. 675, L. R. 7 C. P. 300, rightly decided?" The question was decided in the negative.

POPULAR GOVERNMENT.

In Mr. Fitzjames Stephen's second lecture before the Edinburgh Philosophical Society he said that to give the country a really efficient Government it would be necessary in some way, and under some form, to restore a considerable degree of real power to the Crown; and this could not be done either by popular agitation or by Acts of Parliament. They could not by votes infuse vigour into a paralyzed limb. They might see clearly that the feature which a landscape required was wood, but they could not go out and buy an avenue of oaks two centuries old as they might buy hot rolls for breakfast. In the present state of public opinion and feeling they could not make one person in a thousand understand the want. To propose a practical reform in the constitution of the Cabinet—to discuss, for instance, the question of substituting a real governing council for it—would, under present circumstances, be mere pedantry and constitution-mongering, for which he, at all events, had no taste. It appeared to him that things being as they were, the English Government would for years to come have to suffer the evil of having a weak heart and a languid circulation, though it had lungs and voice enough for anything. That made a radical cure impossible, at all events for the present, but considerable alleviations might be suggested which would possibly produce effects of increased importance. Their object would be to establish a distinction between Parliamentary questions and questions which, like the administration of justice, had little or no connection with party, and ought to be considered on their own merits. In short, he should wish to see set up by the side of Parliament, though, of course, subject to its general control, departments for the management of those public affairs which could be severed from party struggles. He should wish to see a time when the management of the navy would not be more affected by the fortunes of denominational education than the decision of any case in the law courts was now affected by the success or failure of the Permissive Bill. He thought that a legislative department, the duty of which would be to prepare for the decision of Parliament numerous matters which it was quite impossible for Parliament to decide upon properly without a great deal of preliminary preparation, would be a most valuable body. He also thought that the permanent heads of all important departments ought to be put upon a totally different footing, in regard both to pay, rank, and responsibility, from that which they occupied at present. Such officers ought to be the ablest men in their own lines who were to be found in the country; they ought to be paid upon the same sort of scale as judges (whose duties were, generally speaking, much less important); they ought not to be mere clerks to Cabinet Ministers, who, in many instances, were greatly their inferiors both in knowledge and in power. They should be rather in the position of councillors, whose opinion the head of the department might overrule if he saw fit

for practical purposes, but whom he should be obliged to consult, and whose opinions should be recorded, so that Parliament and the public should know who had given advice, and upon what ground important decisions were taken. Precedents for such an arrangement might be found in the Council of the Secretary of State for India, and in other offices to which he might refer. He thought, too, that the upper ranks of the Permanent Civil Service might with great advantage be made the scene of a little more change and variety than was usual at present. If our permanent Civil Service were recognized, as it ought to be, as one of the most important professions in the country, and if it were made, as it ought to be, lucrative and honourable in a corresponding degree, it would soon show as much energy and originality as any other.

THE CHANCERY IN OLDEN TIMES.

Under Edward I. the officers of the Chancery (Court) lived and lodged together at an inn, or hospitium, which, when the King resided at Westminster, was near the palace, or, perhaps, part of it, until it was removed to the Domus Conversorum, under Edward III. The writs were sealed on a marble table, which stood at the upper end of the hall, and there they seemed to have been delivered out to the suitors. It is supposed that this table still exists beneath the stone stairs. When the King travelled he was followed by the whole establishment of the Chancery (Chancellor, clerks, and all), on which occasion it was usual to require a strong horse, able to carry the rolls, from some religious house bound to furnish the animal; and at the towns where the King rested during his progress, a hospitium was assigned to the Chancery.

Even as far back as the reign of James I the Chancellor's duties were very weighty; when Lord-keeper Williams first held the great seal, the press of business was so great that he was compelled to sit in his court for two hours before daylight, and to remain there until between eight and nine, and then repair to the House of Lords, where he stayed till twelve or one: after taking some refreshment at home he would return to his court, and hear such causes as he was able to hear in the morning; or, if he attended at council, he would resume his seat in Chancery toward evening, and sit there until eight o'clock and even later; on reaching home after all this fatigue, he read all the papers his secretaries laid before him; and then, although the night was far gone, would prepare himself for the House of Lords the next day. Whitelock mentions himself and his brother commissioners sitting in Chancery from five o'clock in the morning to five o'clock in the afternoon.

Sir Lancelot Shadwell, the late Vice-Chancellor of England, in his evidence before the Chancery Commission, declared the business in the Court was then so heavy, "that three angels could not get through it." Sir Thomas More, when he took his seat for the first time in the Court of Chancery, addressing the bar and audience, said: "I ascend this seat as a place full of labour and danger, void of all solide and true honour; the which by how much higher it is, by so much greater fall I am to feare." Laborious indeed it was then, and still more laborious is it now—but void of honour it never was, and never will be; and all such professions of indifference to its dignity, because of the duties annexed to that dignity, as much deserve contempt as they meet with neglect. "When I was Chancellor," says Bacon, "I told Gondomar, the Spanish ambassador, that I would willingly forbeare the honour to get rid of the burden; that I had always a desire to lead a private life." Gondomar answered that he would tell me a tale:—"My lord, once there was an old rat that would needs leave the world; he acquainted the young rats that he would retire into his hole, and spend his days in solitude, and commanded them to respect his philosophical seclusion. They forbore two or three days; at last, one harder than his fellows ventured in to see how he did; he entered and found him sitting in the midst of a rich parmesan cheese."—*Albany Law Journal*.

The *Record* states that the judgment in the St. Barnabas Baldacchino case will be given by Dr. Tristram on Monday, the 8th December.

COURT PAPERS.

COURT OF CHANCERY.

I, the Right Honourable Roundell, Baron Selborne, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, hereby order that the Offices of the County Courts may be closed on the 26th and 27th days of December, 1873.

Given under my hand this 21st day of November, 1873.

SELBORNE, C.

SITTINGS AFTER MICHAELMAS TERM, 1873.

LORD CHANCELLOR.

Lincoln's Inn.
Tuesday Dec. 2. Appeals.
Wednesday .. 3. App. mtns. & apps.
Thursday .. 4. Appeals.
Friday 5. Bkt. apps. petns. & apps.
Monday 8. Appeals.
Tuesday 9. App. mtns. & apps.
Wednesday .. 10. App. mtns. & apps.
Thursday .. 11. Appeals.
Friday 12. Bkt. apps. petns. & apps.
Monday 15. Appeals.
Tuesday 16. App. mtns. & apps.
Wednesday .. 17. App. mtns. & apps.
Thursday .. 18. Appeals.
Friday 19. Bkt. apps. petns. & apps.
NOTE.—During Term, except on Saturdays, the Lord Chancellor will usually sit in Full Court with the Lords Justices of the Court of Appeal.

LORDS JUSTICES.

Lincoln's Inn.
Tuesday Dec. 2. Appeals.
Wednesday .. 3. App. mtns. & apps.
Thursday .. 4. Appeals.
Friday 5. Bkt. apps. & apps.
Saturday .. 6. Petns. in lunacy & app. petns.
Monday 8. Appeals.
Tuesday 9. App. mtns. & apps.
Wednesday .. 10. App. mtns. & apps.
Thursday .. 11. Appeals.
Friday 12. Bkt. apps. & apps.
Saturday .. 13. Petns. in lunacy & app. petns.
Monday 15. Appeals.
Tuesday 16. App. mtns. & apps.
Wednesday .. 17. App. mtns. & apps.
Thursday .. 18. Appeals.
Friday 19. Bkt. apps. & apps.
Saturday .. 20. Petns. in lunacy & app. petns.

NOTE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

MASTER OF THE ROLLS.

Chancery Lane.
Tuesday Dec. 2. The First Seal.—Mtns. & gen. pa.
Wednesday .. 3. General paper.
Thursday .. 4. General paper.
Friday 5. Petns., sht. causes, adj. sums, & gen. pa.
Saturday .. 6. Further cons. & gen. pa.
Monday 8. General paper.
Tuesday 9. The Second Seal.—Mtns. & gen. pa.
Wednesday .. 10. General paper.
Thursday .. 11. The Third Seal.—Mtns. & gen. pa.
Friday 12. General paper.
Saturday .. 13. Petns., sht. causes, adj. sums, & gen. pa.
Monday 15. Further cons. & gen. pa.
Tuesday 16. General paper.
Wednesday .. 17. General paper.
Thursday .. 18. The Third Seal.—Mtns. & gen. pa.
Friday 19. General paper.
Saturday .. 20. Petns., sht. causes, adj. sums, & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they

should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR RICHARD MALINS.

Lincoln's Inn.
Tuesday Dec. 2. The First Seal.—Mtns. & gen. pa.
Wednesday .. 3. General paper.
Thursday .. 4. Petns. & gen. pa.
Friday 5. Petns. & gen. pa.
Saturday .. 6. Sht. causes, adj. sums, & gen. pa.
Monday 8. General paper.
Tuesday 9. General paper.
Wednesday .. 10. The Second Seal.—Mtns. & gen. pa.
Thursday .. 11. Petns. & gen. pa.
Friday 12. Short causes, adj. sums, & gen. pa.
Saturday .. 13. County Ct. appeals and general pa.
Monday 15. General paper.
Tuesday 16. General paper.
Wednesday .. 17. The Third Seal.—Mtns. & gen. pa.
Thursday .. 18. Petns. & gen. pa.
Friday 19. Sht. causes, adj. sums, & gen. pa.
Saturday .. 20. Sht. causes, adj. sums, & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JAMES BACON.

Lincoln's Inn.
Tuesday Dec. 2. The First Seal.—Mtns. & adj. sums.
Wednesday .. 3. Mtns. & adj. sums.
Thursday .. 4. General paper.
Friday 5. General paper.
Saturday .. 6. Petns., sht. causes, & general paper.
Monday 8. In Bankruptcy.
Tuesday 9. General paper.
Wednesday .. 10. The Second Seal.—Mtns. & adj. sums.
Thursday .. 11. Petns., sht. causes, & general paper.
Friday 12. General paper.
Saturday .. 13. Petns., sht. causes, & general paper.
Monday 15. In Bankruptcy.
Tuesday 16. General paper.
Wednesday .. 17. General paper.
Thursday .. 18. The Third Seal.—Mtns. & adj. sums.
Friday 19. General paper.
Saturday .. 20. Petns., sht. causes, & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. HALL.

Lincoln's Inn.
Tuesday Dec. 2. The First Seal.—Mtns. & gen. pa.
Wednesday .. 3. General paper.
Thursday .. 4. General paper.
Friday 5. Petns., adj. sums, & gen. pa.
Saturday .. 6. Sht. causes, adj. sums, & gen. pa.
Monday 8. General paper.
Tuesday 9. General paper.
Wednesday .. 10. The Second Seal.—Mtns. & adj. sums.
Thursday .. 11. Petns., adj. sums, & gen. pa.
Friday 12. Petns., adj. sums, & gen. pa.

Saturday .. 13. Sht. causes, adj. sums, & gen. pa.
Monday 15. General paper.
Tuesday 16. General paper.
Wednesday .. 17. The Third Seal.—Mtns., adj. sums, & gen. pa.
Thursday .. 18. Petns., adj. sums, & gen. pa.
Friday 19. Short causes, adj. sums, & gen. pa.
Saturday .. 20. Short causes, adj. sums, & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.
No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

WINTER CIRCUITS, 1873.

KEATING, J.—Stafford, Nov. 29; Worcester, Dec. 6; Winchester, Dec. 11; Taunton, Dec. 18.
PIGOTT, B.—Maidstone, Dec. 1; Lewes, Dec. 4; Chelmsford, Dec. 8; Kingston, Dec. 11; Warwick, Dec. 15.
QUAIN, J., and POLLOCK, B.—Manchester, Nov. 29; Liverpool, Dec. 10.
ARCHIBALD, J.—Leeds, Nov. 29; Chester, Dec. 10; Cardiff, Dec. 15; Gloucester, Dec. 19.
HONYMAN, J.—Newcastle, Nov. 29; Durham, Dec. 3; Aylesbury, Dec. 20.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 23, 1873.

2 per Cent. Consols, 93½
Ditto for Account, 93½
3 per Cent. Reduced 91½
New 3 per Cent., 91½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80—
Annuities, April, '85 97
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, 2½ per Cent. 7 dis
Ditto, £500, Do 7 dis
Ditto, £100 & £200, 7 dis
Bank of England Stock, 4½ per Cent. (last half-year) 245
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205
Ditto for Account, —
Ditto 5 per Cent., July, '80 18½
Ditto for Account, —
Ditto 4 per Cent., Oct. '83 10½
Ditto, ditto, Certificates, —
Ditto Enfranch. Pr., 1 per Cent. 94½
Ind. Enfr. Pr., 5 p Ct., Jan. '73
Do. (Red Sea T.) Aug. 1908
Ditto Debentures, per Cent., April, '84—
Do. Do. 5 per Cent., Aug. '73 100½
Do. Bonds, 4 per Ct., £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	120
Stock Caledonian	100	99
Stock Glasgow and South-Western	100	120
Stock Great Eastern Ordinary Stock	100	44½
Stock Great Northern	100	137
Stock Do., A Stock	100	160½
Stock Great Southern and Western of Ireland	100	114
Stock Great Western—Original	100	125½
Stock Lancashire and Yorkshire	100	144½
Stock London, Brighton, and South Coast	100	84½
Stock London, Chatham, and Dover	100	134
Stock London and North-Western	100	151½
Stock London and South Western	100	107
Stock Manchester, Sheffield, and Lincoln	100	77
Stock Metropolitan	100	68
Stock Do., District	100	28½
Stock Midland	100	137½
Stock North British	100	68½
Stock North London	100	167½
Stock North Staffordshire	100	117
Stock South Devon	100	69
Stock South-Eastern	100	106½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the Bank rate was again reduced from 8 per cent. to 6 per cent. There is a further improvement in the proportion of reserve to liabilities, which, from 41·37 per cent., has risen to 46·15. At the close of the last and the commencement of the present week there was some heaviness in the railway market, caused to some extent by the circular issued by the Board of Trade to the companies; but on Tuesday an improvement took place which, up to Thursday, continued and increased. The foreign market has been very firm.

The Scotsman states that the announcement that the Lord Advocate had been created a baronet is entirely destitute of foundation.

LEGAL ITEMS.

The *Times* announces that on Thursday Lord Selborne completed his sixty-first year, having been born on the 27th of November, 1812.

It is stated that Sir James Martin has been appointed Chief Justice of New South Wales, in succession to Sir Alfred Stephen, C.B., who has resigned the office.

There is a rumour that members of the Scotch Bar have applied to the Lord Advocate to advise the Crown to create several of the members of that bar Queen's Counsel.

A meeting was held at Croydon on Tuesday to protest against the suggestion thrown out by the Judicature Commission that it might be desirable for the public convenience to abolish all county courts within twenty miles of the metropolis and to remove their business to London.

Lord Romilly is reported to have complained loudly of the exceeding dilatoriness of the course of the proceedings in the European Arbitration. He said that when he accepted the office of Arbitrator he did so quite aware that life is short with everybody, and particularly with persons of his age, and he wanted to dispose of the matter. Unless there were more expedition with the Arbitration some new method of procedure would have to be adopted.

There are, says the London correspondent of the *Leeds Mercury*, two International Law Professorships now vacant or about to be. Mr. Mountague Bernard has announced his retirement from the Oxford chair, and Mr. Vernon Harcourt will, as a matter of course, vacate that of Cambridge. Both positions are highly enviable, the Oxford one especially; its endowment being about £1,400 a year, with no great call on the professor's time. Mr. Bernard never exceeded a dozen and a-half lectures per annum, and his class was more limited in number than his prelections.

A justice of Guthrie county, Iowa, recently decided, in the case of a citizen who brought a suit against his daughter's lover for ejecting him from his own parlour one Sunday night, that courting is a necessity and must not be interrupted; therefore the laws of Iowa will hold that a parent has no legal right in a room where courting is afoot; and so the defendant was discharged, and the plaintiff had to pay the costs.

We understand, says the *Times*, that progress is being made in the framing by the judges of the Rules of Procedure which they were to make under the Judicature Act. The Judges have met and a committee has been selected from among them. Under the direction of this Committee three draftsmen are at work, one of whom has been selected for his acquaintance with procedure in Common Law, one for his knowledge of the practice in the Equity Courts, and the third on account of experience in the Admiralty, Probate, and Divorce Courts. A draft of the Rules is expected to be ready before the end of the year, and it will then be carefully considered, with the object of placing the definitive Rules in the hands of the profession some time before the Long Vacation.

On Tuesday evening, says the *Times*, Sir John Duke Coleridge, the recently-appointed Lord Chief Justice of the Common Pleas, took formal leave of the Society of the Middle Temple, with which Inn of Court he has been connected as a student, barrister, reader, and bencher for the last 30 years. In the ordinary course of things he would this Term have succeeded to the Treasurership of the Inn on the completion of Sir John Karslake's term of office, but his prior appointment to the Bench, and his consequent removal to Serjeants'-inn, caused him to be ineligible for that position. By an old custom in the Middle Temple any member of the Inn who receives during term the rank of serjeant is formally "toll'd out" of hall, but it is a somewhat curious circumstance that, although many distinguished members of the society have been raised to the Bench and to the minor dignity of the cof during the last 17 years, only three received their promotion in Term time and went through the ceremony of last evening—namely, Lord Chief Justice Cockburn, Mr. Justice Honyman, and Lord Chief Justice Coleridge. Nearly 200 members of the Inn, both barristers and students, dined in the hall on the occasion, and among the Benchers who supported the new Chief Justice were Mr. J. R. Kenyon, Q.C., the treasurer; the Right Hon. Sir Lawrence Peel, Vice-Chan-

cellor Hall, Sir John Karslake, Sir Henry Sumner Maine, the Right Hon. Peter Erle; Mr. Hawkins, Q.C., Mr. tPowell, Q.C., Mr. George Loch, Q.C., Mr. Milward, Q.C., Mr. Johnson, Q.C., Mr. Gray, Q.C., Mr. Prentice, Q.C., Mr. Little, Q.C., Mr. H. T. Cole, Q.C., Mr. Fox Bristow, Q.C., Mr. Charles Clark, and Mr. Charles Shaw, the under treasurer. Lord Chief Justice Coleridge read grace both before and after dinner, and gave from the chair, without comment, the toast of the Queen, which was received with the heartiest enthusiasm. No speeches were delivered. At the close of the dinner Sir John Coleridge, who was loudly cheered by the members, was escorted to the principal door of the hall by the benchers and the under treasurer, and by the head porter (Mr. Bye), bearing his staff of office. As the judge passed out the doors were closed upon him, and the bell in the hall tower was solemnly tolled for some minutes. In this way the Lord Chief Justice formally terminated his intimate connection with the Inn. He subsequently re-entered the Parliament chamber as a guest of the benchers. On the new Judicature Act—by which it will not be necessary for a judge to become first of all a serjeant-at-law and thus to judge his Inn—coming into operation, this ancient ceremony will fall into desuetude.

A farewell dinner was given on Saturday evening at Willis's Rooms by the members of the Oxford Circuit to the new Attorney-General. Mr. Huddleston, Q.C., leader of the circuit, occupied the chair, and was supported by Lord Romilly and Mr. Baron Pigott, both of whom were old members of the circuit. The junior, Mr. Cooke, acted as vice-chairman. Among the gentlemen present were Mr. Woolrych, Mr. Chance, and Mr. Partridge, police magistrates; Mr. Skinner, Q.C., county court judge and recorder of Windsor; Mr. J. R. Kenyon, Q.C., treasurer of the Middle Temple; Mr. J. J. Powell, Q.C., Dr. Kenesly, Q.C., Mr. Dowdeswell, Q.C., Mr. Henry Mathews, Q.C., Mr. Amphlett, Q.C., and most of the members of the circuit. Mr. Justice Keating was unable to attend through indisposition. After the usual toasts of the Queen, Royal Family, &c., had been given and drunk, the Chairman gave the toast of the evening, "Her Majesty's Attorney-General." Mr. Henry James, Q.C., in returning thanks, alluded to his old friendship with the chairman and the learned baron who sat beside him, and bade farewell to the Oxford Circuit. "Our Leader" was proposed by the Attorney-General, and responded to by Mr. Huddleston, Q.C., and the evening then broke up, each member of the circuit shaking hands with the new Attorney-General.

BIRTHS AND MARRIAGES.

BIRTHS.

BAWTREE.—On Nov. 26, at Witham, Essex, the wife of Frank Postle Bawtree, solicitor, of a son.
FITZMAURICE.—On Nov. 27, at 25, Westbourne Park Villas, Bayswater, the wife of Gerald Fitzmaurice, Esq., of a son.
HUNT.—On Nov. 23, the wife of Joseph Hunt, Esq., solicitor, Ware, Herts, of a son.

MARRIAGE.

TREMLET.—DE COSTAIN.—On Nov. 26, at St. Pancras, Thomas Daniel Tremlett, Barrister, to Laura, younger daughter of the late Count Gustave de Costain.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Nov. 21, 1873.
LIMITED IN CHANCERY.

Essex Brewery Company, Limited.—The M.R. has, by an order dated Oct. 17, appointed Alfred Thomas, Adelaide place, London Bridge, to be official liquidator.

Galghog and Nortop Colliery Company, Limited.—Petition for winding up, presented Nov. 15, directed to be heard before V. C. Malins, on Friday, Dec. 5. Parkis and Perry, Linc in s-inn-Helds, agents for Foston, Liverpool.

Green's Patent Wheel Tire and Axle Company, Limited.—Petition for winding up, presented Nov. 20, directed to be heard before V. C. Hall, on Dec. 5. Young and Co., Frederick's place, Old Jewry, agents for Nicholson and Co., Wata-upon-Deane, solicitors for the petitioners. Maria Anna and Steinbank Cole and Coke Company, Limited.—V. C. Malins has, by an order dated Nov. 8, appointed John Bewley, Liverpool, to be official liquidator.

Wire Tramway Company, Limited.—The Vice-Chancellor has, from Monday, Dec. 1 at 12, at his chambers, for the appointment of an official liquidator.

TUESDAY, Nov. 25, 1873.

LIMITED IN CHANCERY.

Bewas and Llantwit Coal Company, Limited.—Petition for winding up, presented Nov 21, directed to be heard before V.C. Malins, on Friday, Dec 5. Clarke and Co., Lincoln's inn fields, agents for Fawell and Co. solicitors for the petitioners.

La Gansloie, Limited.—Petition for winding up, presented Nov 24, directed to be heard before the M.R. on Dec 13. Musgrave, Queen Victoria st, solicitor for the petitioners.

Leeds Royal Park Estates Building and Investment Company, Limited.—Petition for winding up, presented Nov 17, directed to be heard before the M.R. on Dec 6. Greatrex, Chancery lane, solicitor for the petitioners.

Malaga Lead Company, Limited.—Petition for winding up, presented Nov 24, directed to be heard before the M.R. on Dec 6. Salaman, King st, Chancery, solicitor for the petitioner.

Metropolitan Consumers' Co-operative Association, Limited.—The M.R. has fixed Tuesday, Dec 2 at 12, at his chambers, for the appointment of an official liquidator.

Owens Patent Wool Tire and Axle Company, Limited.—Petition for winding up, presented Nov 22, directed to be heard before V.C. Hall, on Dec 5. Shaw and Tremellen, Gray's inn square, agents for Watson, Bury, solicitors for the petitioners.

Sundhill Firebrick, Tile, and Clay Company, Limited.—The M.R. has fixed Thursday, Dec 4 at 12, at his chambers, for the appointment of an official liquidator.

Sturton Silver Mining Company of Utah, Limited.—Petition for winding up, presented Nov 21, directed to be heard before V.C. Malins, on Dec 5. Gole, Lima st, solicitors for the petitioners.

Traders' Co-operative Association, Limited.—The M.R. has fixed Monday, Dec 1 at 1.15, at his chambers, for the appointment of an official liquidator.

Western of Canada Oil Lands and Works Company, Limited.—The M.R. has fixed Thursday, Dec 4 at 2, at his chambers, for the appointment of an official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Nov. 25, 1873.

Billington, William, Nelson st, Greenwich, Undertaker. Dec 15.
Creed v Mock, V.C. Malins. Bristol, Greenwich
Combs, Joanna, Belitla villas, Barnsbury. Dec 12. **Combs v Combs, V.C. Bacon.** Combs, BUCKLEBURY
Hoyle, Henry, Little Harwood, near Blackburn, Lancaster, Gent. Dec 15.
Hoyle v Ainsworth, M.R. Robinson, Blackburn
Iring, William, Workington, Cumberland, Colliery Proprietor. Dec 15.
Iring v Irving, V.C. Malins. Helder, Whitehaven
Phillips, John Alfred Percigne, Alexander villas, King Edward's rd, Hackney, Warehouseman. Dec 1. **V.C. Bacon.** Webb, Crosby, square

FRIDAY, Nov. 21, 1873.

Hodgson, Joseph, Tyndale place, Islington, Iron Merchant. Dec 22.
Angle v Jennings, V.C. Hall. Pullen, Gresham bldgs, Guildhall Lane, Thos Ash, Grove rd, St John's Wood, Merchant. June 12. **Lane v McLaren, V.C. Bacon.** Hawks and Co, Borough High st
Wilm, John, Hinton, Wilts, Gent. Dec 31. **Payne v Webb, V.C. Hall.** Day, Devizes
Morley, George, Guisborough, York. Dec 20. **Re Morley, V.C. Malins**
Tizard, John, Weymouth, Dorset, Solicitor. Dec 17. **Tizard v Tizard, M.R. George, Weymouth**
Widding, John, New Accrington, Lancashire, Innkeeper. Dec 16. **Mills v Nuttall, V.C. Bacon.** Bannister, Accrington

Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 21, 1873.

Add, Goldfrey, Pontefract, York, Gent. Dec 30. **Carter**
Athorwh, James, Sharples, Bolton, Lancashire, Gent. Dec 1.
Hargreaves and Knowles, Newchurch
Bellingham, John, Upper Clapton, Gent. Jan 1. **Branskill, Great James st, Bedford row**
Edwell, John, Crickhowell, Brecon, Esq. Jan 1. **Newman and Lyon, King's Bench walk, Temple**
Bowles, Charles, China Hall place, Rotherhithe, Firewood Dealer. Dec 31. **Sandom and Kewsey, High st, Deptford**
Brown, William Henry, Chris st, Poplar, Draper. Dec 31. **Sturt, Ironmonger lane**
Builer, Martha, Oxford. Dec 18. **Walsh, Oxford**
Camsall, Mary, East Bedford, Nottingham. Dec 16. **Marshall and Co, East Bedford**
Coleman, John, Melbury Osmond, Dorset, Gent. Dec 31. **Cooper, Wollaston villas, Dorchester**
Cook, John, Bristol, Brewer. Jan 1. **Fry and Co, Bristol**
Edgell, Caroline, Castogan place, Chelsea. Nov 30. **Edgell, Clifford's inn, Fleet st**
Faulconbridge, Alfred, sen, Bulwell, Nottingham, Farmer. Dec 22. **Heath, Nottingham**
Fowles, Ralph, Malpas, Cheshire, Yeoman. Dec 22. **Jones, Whit-church**
Kempster, Sarah, Gateshead, Durham. Dec 19. **Falconar, Newcastle-upon-Tyne**
Lee, John, Down, and lately of Belfast, Linen Merchant. March 1. **Smith, the Castle, Belfast**
Lacy, Bernard Gulpin, Brighton. Dec 23. **Brine, Poole**
Malland, Lady Sarah, Hampton Court, Dec 31. Parkin and Pargden, New square, Lincoln's inn
Moses, Samuel, York terrace, Regent's Park, Esq. Dec 23. **Montague, Bucklebury**
Oliver, James, Lambourn Cottage, Bow rd, Esq. Dec 13. **Oliver, Lin-cola's inn fields**
Perker, Samuel, Leicester, Shoe Manufacturer. Dec 31. **Harvey, Leicester**
Parrett, John, Peterborough, Northampton, City Missionary. Dec 14. **Lydell, Southampton buildings, Chancery lane**
Ramon, John, Munkesleigh, Suffolk, Farmer. Dec 31. **Sherrard, Lin-cola's inn fields**
Smith, Charles, Green st, Wellington st, Blackfriars rd. Dec 31. **Myatt, Alchurch yard, Cannon st**

Temperley, William, Newcastle-upon-Tyne, Gent. Dec 24. **Eldon, Newcastle-upon-Tyne**
Tinney, Charlotte, Salisbury, Wilts. Jan 1. **Lee and Houseman, Salisbury**

Travis, John, Lusley Brook, Lancashire, Gent. Jan 1. **Harrison and Smith, Wakefield**

Travis, Nathaniel Allen, Nics, France, Doctor. Feb 1. **Wilson, Hull**

Warner, Stephen, North Petherton, Somerset, Taylor. Dec 20. **Rad-dock and Auber, Bridgewater**

Whittaker, John, Radcliffe, Lancashire, Ironmonger. Feb 1. **Green-halgh and Finney, Bolton**

Yewdall, George, Leeds, Solicitor. March 1. **North and Sons, Leeds**

TUESDAY, Nov. 25, 1873.

Aston, William, Hereford, Solicitor. Dec 25. **Farmer, Hereford**

Bainbridge, John Hall, Bishop Auckland, Durham, Brewer. Jan 1. **Proud, Bishop Auckland**

Box, William, Nortonthorpe Mills, near Huddersfield, Fancy Cloth Manufacturer. Feb 1. **Owen, Huddersfield**

Bury, Abraham, Sutton, near Macclesfield, Cheshire, Esq. Jan 21. **Hughesboham and Barclay, Macclesfield**

Cheek, Thomas Francis, High st, St. Giles's. Dec 31. **Gwatkin and Co, New square, Lincoln's inn**

Donnyson, Ann, Bellerby, York. Jan 1. **Teale and Son, Leyburn**

Faulkner, George, Shanghai, China, Merchant. March 30. **Edmunds and Mayhew, Poultry**

Garne, Thomas, Sherborne, Gloucester, Farmer. Jan 10. **Kendall and Son, Bourton-on-the-Water**

Gartside, Thomas, Oldham, Lancashire, Cotton Spinner. Jan 31. **Murray and Wrigley, Oldham**

Harris, Edward, Froome Farm, Dorset, Yeoman. Jan 1. **Symonds, Dorchester**

Harris, Louisa, Oxford terrace, Hyde park. Jan 1. **Harris, Moorgate-street**

Hart, John, Hoxton st, Baker. Dec 31. **Wood, St Paul's churchyard**

Hayes, James, Pobraun, Cornwall, Shipbroker. Jan 1. **Wreford, Fowry**

Jackson, George, Christopher, Moat Farm, Worcester, Farmer. Dec 31. **Corbett, Worcester**

Johnson, William Straker, North Shields, Northumberland, Gent. Jan 30. **Litch and Dodd, North Shields**

Kirley, Matthew, Darby, Engineer. Jan 24. **Beale and Co, Great George st, Westminster**

Latchford, William Henry, Pomfroke rd, Kensington Timber Merchant. Feb 23. **Mott, Bedford row**

Martyn, William, Thayerst, Manchester square, Esq. Jan 24. **Thomas, Regent st**

Mason, Henry, Orgarth hill, Lincoln, Farmer. Dec 10. **Wilson and Son, Louth**

Miers, Simeon Lazarus, Houndsditch, Wholesale Clothier. Jan 1. **Harris, Moorgate st**

Pinchin, Joseph, sen, Colerne, Wilts. Yeoman. Jan 26. **Maule and Co, Bath**

Price, Evan, Ddery, Brecon, Farmer. Dec 31. **Thomas, Brecon**

Ramsden, Joseph, East Ham, Essex, Market Gardener. Jan 22. **May, Princes st, Spital square**

Swatton, William, Sidney rd, Stockwell, Gent. Jan 8. **Dale, Farnival's-inn, Holborn**

Thorpe, Mary Ann, Sheffield. Dec 31. **Rodgers and Thomas, Sheffield**

Tomlinson, William, Essex rd, Islington, Draper. Jan 14. **Philips and Sidgwick, Gresham st**

Wade, John, Leeds, Gent. Dec 22. **Burdekin and Co, Sheffield**

Walker, Francis, Bellerby, York, Gent. Jan 1. **Teale and Son, Leyburn**

Wardell, Emily, Weymouth, Dorset. Dec 25. **Howard, Weymouth**

Williams, Oliver, Wolverhampton, Stafford, Gent. Dec 27. **Kisson Wilson, Garner, March, Cambridge, Veterinary Surgeon.** Dec 30.

Dewbarn and Wise, March

Bankrupts.

FRIDAY, Nov. 21, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dyer, Leon, King Henry's rd, Primrose hill. Pet Nov 18. **Peggs, Dec 2 at 1**

Lawson, William, Tokenhouse yard, Stock and Share Broker. Pet Nov 18. **Brougham.** Dec 3 at 12

To Surrender in the Country.

Broadhead, William Henry, Manchester, Builder. Pet Nov 13. **Kay, Manchester.** Dec 3 at 9.30

McLeod, William, Llanelli, Carmarthen, Travelling Draper. Pet Nov 18. **Lloyd, Carmarthen.** Dec 3 at 1

Rosenthal, David, Manchester, Paper Hangings Dealer. Pet Nov 13. **Kay, Manchester.** Dec 4 at 9.30

Welby, Johnson Geo, Liverpool, General Broker. Pet Nov 13. **Watson, Liverpool.** Dec 3 at 2

Williams, Hubert Brymer, Fordington, Dorset, Clerk in Holy Orders. Pet Nov 13. **Symonds, Dorchester.** Dec 3 at 2

TUESDAY, Nov. 25, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Leah, Henry James, Union ot, Broad st, Auctioneer. Pet Nov 30. **Peggs.** Dec 3 at 12

Mallin, George, Now Kent rd, Wine Merchant. Pet Nov 19. **Haillitt.** Dec 10 at 11

Petit, Edward, Fulham rd, Jeweller. Pet Nov 20. **Peggs.** Dec 9 at 11.30

Welch, William James, High st, Stoke Newington, Cheesemonger. Pet Nov 21. **Murray.** Dec 9 at 12.30

To Surrender in the Country.

Barron, Reuben, Morley, York, Woolen Manufacturer. Pet Nov 20. **Nelson, Dawesbury.** Dec 10 at 3

Redborough, Eleanor, Slough, Bucks. Pet Nov 23. **Darvill, Wind-sor.** Dec 13 at 11

Briggs, Charles, Rotherham, York, Draper. Pet Nov 20. Rodgers.
Sheffield, Dec 10 at 1
Budge, Charles James, Bristol, Commission Agent. Pet Nov 21. Har-
ley. Bristol, Dec 8 at 12
Sidebotham, Nathan, and James Marsh, Ashton-under-Lyne, Lancaster,
Machinists. Pet Nov 21. Hall. Ashton-under-Lyne, Dec 11 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 21, 1873.

Goldsworthy, Robert, Arlington st, Camden Town, Delivery Clerk.
Nov 14
Wood, Samuel Hoyle, Leeds, Yeast Importer. Nov 17

TUESDAY, Nov 25, 1873.

Casey, Edwin, Wilson terrace, Tredegar rd, North Bow, Outfitter.
Oct 15
Soltau, Edward Pennington, Redhill, Surrey, Gent. Nov 17

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, Nov. 18, 1873.

Andrews, Benjamin, Cambridge gardens, Notting Hill, Bank Clerk.
Nov 27 at 2 at offices of Dubois, Gresham buildings, Basinghall st.
Maynard
Barnes, Thomas, Medmenham, Bucks, Labourer. Nov 29 at 2 at office
of Spicer, High st, Great Marlow
Barnett, William James, Exeter, Hat Manufacturer. Dec 4 at 10.30 at
Haxell's Exeter Hotel, Strand, London. White, Exeter
Blech, Henry Ferdinand, Middlesborough, York, Accountant. Dec 2 at
12 at offices of Belk, Corporation Hall, North st, Middlesborough
Buckett, William, Bangor, Isle of Wight, Builder. Dec 2 at 12 at
offices of Eldridge and Son, Upper James's st, Newport
Bullen, Frederick Forster, Moorgate st, Accountant. Nov 26 at 2 at
offices of Blagden, Great Winchester st
Burden, John Walton, Belgrave, Leicester, out of business. Dec 2 at
12 at offices of Fowler and Co, Hotel st, Leicester
Canham, James, Anerley, Surrey, Job Master. Nov 26 at 10 at the
Southampton Arms, Southampton buildings, Chancery lane. Bilton,
Rufewrd rd, Kennington lane
Gharkisworth, John, and Joseph Watson, Batley, York, Builders. Nov
28 at 10 at offices of Wooley, Exchange buildings, Commercial st,
Batley
Clark, Thomas Walter, Luton, Bedford, Draper. Dec 4 at 11 at offices
of Shepherd, Park at West, Luton. Nere, Luton
Collins, Samuel, Bromley, Kent, Bookseller. Dec 1 at 3 at the Guild-
hall Coffeehouse, Gresham st. Piesse and Son, Old Jewry chambers
Copey, George, and James Copey, King's Lynn, Norfolk, Woollen
Drapers. Dec 1 at 12 at office of Reed, Downham Market
Crombesholme, Joseph, Preston, Lancashire, Provision Dealer. Dec 1
at 2 at the White Horse Inn, Friargate, Preston. Edolston, Preston
Dewrell, John, and Arthur Tittoner, Crosby square, Bishopsgate st,
East India Merchants. Nov 29 at 2 at the Masons' Hall Tavern,
Masons' avenue, Basinghall st. Downing, Basinghall st
Ebison, Henry, Horsforth, near Leeds, Road Manager. Nov 26 at 3 at
office of Hardwick, Boar lane, Leeds
Edmonds, Thomas, Springfield, Gloucester, Innkeeper. Nov 29 at 2 at
offices of Jackson, Westgate st, Gloucester
Elliott, Isabella, Birmingham, Furniture Dealer. Nov 28 at 3 at offices
of Fitter, Bennett's hill, Birmingham
Evans, Daniel, Gatehouse, Carnarvon, Builder. Nov 28 at 2 at the
Railway Hotel, Bangor. Jones, Menai Bridge
Eyre, John, and Thomas Eyre, Long Buckby, Northampton, Shoe
Manufacturers. Dec 4 at 3 at office of Shoosmith, Newland, North-
ampton
Filmer, Thomas, Jun. Newham, Kent, Miller. Nov 26 at 12 at offices
of Johnson's Preston st, Faversham
Fleming, George Alexander, St Mary's square, Kennington rd,
Reporter. Dec 4 at 12 at office of Peckham and Co, Knightbridge st
Ford, William, Watford, Hertford, Builder. Nov 28 at 4 at the Wellin-
gton Arms, Watford. Godfrey
Good, James William, Harp lane, Tea Dealer. Nov 29 at 11 at office of
Aird, Katchchap
Greaves, William Henry, Middlesborough, York, Milk Dealer. Nov 29
at 1 at offices of Gray, Infirmary st, Leeds
Hale, William Samuel, Palmerton terrace, Lordship lane, East Dulwich,
no occupation. Dec 1 at 11 at offices of Hodgson, Salisbury st, Strand
Harbour, David, Hawley rd, Kenish Town, Carpenter. Nov 26 at 12
at offices of King, Walbrook
Hawkes, Joseph, Luton, Bedford, Baker. Nov 24 at 3 at offices of
Jeffery, King st, Luton
Hesser, Phillip, Lockton st, Bramley rd, Notting Hill, Cabinet Maker.
Dec 1 at 2 at offices of Nutt, B. abent court, Philpot lane
Holder, Henry, Eham place, Kent st, Borough, Gas Fitter. Dec 1 at
10.15 at the Southampton Tavern, Southampton buildings, Chancery
lane. Bilton
Hughes, Richard, Aberystwyth, Cardigan, Wine Merchant. Nov 27 at 1
at offices of Jones, Pier st, Aberystwyth
Kemp, Isabella, Great Windmill st, Haymarket, Italian Warehouse-
man. Nov 26 at 12 at Stevens Hotel, Old Bailey. Cotton, Old
Bailey
Lagerwall, Richard Emil Magnus, Graham rd, Dalston, Commission
Agent. Nov 27 at 3 at offices of Mott, Paternoster row
Lee, Joseph, Brunswick terrace, Lower rd, Rotherhithe, Builder. Dec
2 at 1 at offices of Merriman and Co, Queen st, Cheapside
Lever, Giles, Liverpool, Trips Dresser. Dec 10 at 12 at offices of Good-
man, Sweeting st, Liverpool
Lucas, Henry, Birmingham, Hair Pin Manufacturer. Nov 28 at 3 at
offices at Walter, Waterloo st, Birmingham
Lyons, Lewis Henry, Redcross st, Umbrella Manufacturer. Dec 2 at 2
at offices of Ladbury and Co, Cheapside. Lewis and Lewis, Ely place,
Holborn
MacQueen, William John, High Holborn, Tailor. Dec 1 at 1 at the
Guildhall Tavern, Gresham st. Briggs, Lincoln's Inn fields
Mather, John Joseph, Manchester, Dealer in Velvetens. Dec 3 at 3 at
offices of Farrar and Hall, Princess st, Manchester
Moore, John, Beaufort buildings, Strand, Printer. Nov 28 at 11 at
offices of Lemax, Jermyn st, St James's. Morris
Mottram, George, Heeley, Sheffield, Potato Dealer. Dec 3 at 3 at office
of Patteson, Bank st, Sheffield

Murray, William, Kingston-upon-Hull, House Joiner. Nov 27 at 12 at
offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull
Nichols, James, Hurst st, Dulwich rd, Lambeth, Agent. Dec 6 at 3 at
offices of Downing, Basinghall st
Packman, William Goldup, Wennington rd, Old Ford, Veterinary
Surgeon. Nov 22 at 10 at the Victoria Tavern Morpeth rd, Bethnal
Green. Long, Landown terrace, Grove rd, Victoria Park
Perry, John, and Benjamin Mackintosh, Wavertree, near Liverpool,
Builders. Nov 28 at 12 at offices of Fowler and Carruthers, Clayton
square, Liverpool
Pattison, Thomas, Malton, York, Painter. Dec 1 at 11 at offices of
Jackson, Malton
Phillips, David, Blaia, Monmouth, Grocer. Dec 2 at 2 at offices of
Barnard and Co, Albion chambers, Bristol. Cox and Co, Brynmawr
Roberts, Owen, Upper Bangor, Carnarvon, Painter. Nov 21 at 2 at the
Railway Hotel, Bangor. Jones, Menai Bridge
Robinson, Simon, Bacup, Lancashire, Tailor. Dec 2 at 3 at the
Thatched House, New Market place, Market st, Manchester.
Tattersall, Blackburn
Roddie, John, Moulton, Northampton, Baker. Dec 1 at 11 at office of
Jeffery, Market square, Northampton
Rogers, George, Pewsey, Wilts, Draper. Dec 3 at 1 at offices of Barnard
and Co, Albion chambers, Bristol. Brittan and Co, Bristol
Rust, Thomas, Bedford, Coal Merchant. Dec 9 at 12 at offices of
Jeffery, King st, Luton
Salisbury, Robert Bell, Jun, Valentine place, Blackfriars rd, Miller. Dec
1 at 2 at offices of Hilbery, Crutched friars
Schott, John Bernard, Upper Marsh, Lambeth, Tavern Keeper. Dec 2
at 3 at offices of Lumley and Lumley, Conduit st, Bond st
Seagrave, George, Frederick Seagrave, and Charles Seagrave, Liver-
pool, Commission Agents. Dec 9 at 2 at office of Hims, Lord st,
Liverpool. Pearson, Liverpool
Shea, Daniel, Florence rd, New Cross, out of employment. Dec 1 at 3
at office of Carter, Old Jewry chambers
Smith, William, York chambers, Adelphi, out of business. Nov 27 at 1
at the Bell Hotel, Gloucester
Stevenson, William, Nottingham, Hosier. Dec 11 at 12 at offices of
Smith, Fletcher gate, Nottingham
Stovell, Stephen, Sutton, Surrey, Grocer. Dec 1 at 2 at the Chamber
of Commerce, Cheapside. Tickle, Dec 3 at Thomas Apostle, Queen st,
Cheapside
Sutton, William, West Hartlepool, Durham, Carpet Warehouseman.
Nov 28 at 1 at offices of Gray, Infirmary st, Leeds
Swanston, John, Newcastle-upon-Tyne, Glass Manufacturer. Dec 3 at
11 at office of Ingledew and Daggett, Dean st, Newcastle-upon-Tyne
Taylor, Thomas Gideon, Marlborough, Wilts, Draper. Nov 29 at 11 at
the Crown Hotel, Devizes. Gave, Newbury
Tier, Frederick Figg, Birkham, Sussex, Innkeeper. Dec 3 at 3 at the
Dolphin Hotel, Chichester, Janman, Chichester
Tont, Edwin, Blaia, Monmouth, Baker. Dec 4 at 9 at office of Cox
and Co, Brynmawr
Truman, Charles, Pontypool, Monmouth, Saddler. Dec 2 at 2 at offices
of Hancock and Co, Bristol. Lloyd, Pontypool
Tuckett, Edward Parkin, St Thomas the Apostle, Devon, Innkeeper.
Dec 1 at 11 at the London and South Western Hotel, Paul st, Exeter.
Rogers
Vanner, John, Blanford Forum, Dorset, Woolsorter. Dec 1 at 12 at the
Railway Hotel, Blanford Forum. Moore, Wimborne Minster
Wallace, William Thomas, Dorking, Surrey, Hotel Keeper. Nov 3 at
3 at the Guildhall Coffeehouse, Gresham st, Baker, Old Jewry cham-
bers
Watson, John, Church passage, Gresham st, Carpet Warehouseman
Nov 35 at 2 at offices of Phelps and Sedgwick, Gresham st
Watson, William, Old Broad st, Chemist. Nov 28 at 3 at office of Reap
and Co, Bush lane, Cannon st
Watt, Hodgson, and Arran Pearson, Mincing lane, Colonial Brokers.
Dec 2 at 2 at offices of Tarquand and Co, Tokenhouse yard. Ellis and
Crossid, Mark lane
Whiting, Samuel, Lowestoft, Suffolk, Journeyman Gas Fitter. Dec 8
at 12 at offices of Archer, London rd, Lowestoft
Wicks, Henry John, Dover terrace, Coldharbour lane, Camberwell,
Printer. Dec 1 at 12 at offices of Morris, Leicester square
Williams, David Owen, Swansea, Glamorgan, Draper. Dec 1 at 12 at
offices of Stockwood, Jun, Townhall, Bridgend
Willoughby, Robert Saunders, Lockwood rd, Drummond rd, Bernem-
out, out of employment. Nov 29 at 3 at offices of Porter, Leadenhall
st
Wilson, Harriett, Winstord, Cheshire, Stationer. Nov 22 at 1 at offices
of Cooper and Son, John st, Tunstall
Wood, Samuel, Northampton, Shoe Manufacturer. Dec 5 at 3 at office
of Shoosmith, Newland, Northampton
Wright, John, Borrowby, York, Stone Mason. Dec 5 at 2.30 at the
Three Tuns Inn, Thirsk. Waisell, Northallerton
Wynne, Richard Hawkins, Portobello rd, Notting hill, Tobaccoconis.
Dec 2 at 10 at offices of Digby, Lincoln's Inn fields

FRIDAY, Nov 31, 1873.

Apps, George, Mansell st, Whitechapel, Umbrella Maker. Dec 3 at 10
at offices of Dubois, Southampton buildings
Baxter, Robert Cowley, Manchester, Stationer. Dec 10 at 3 at offices
of Farrar and Hall, Princess st, Manchester
Blackburn, Joshua, Heckmondwike, York, Contractor. Dec 3 at 3.30
at offices of Schofield, Brunswick st, Batley
Brodzick, Lewis, Coleman st, Merchant. Dec 12 at 2 at the Guildhall
Tavern, Gresham st. Emanuel, Walbrook
Brown, Charles, Upper Wortley, near Leeds, Confectioner. Nov 29 at
2 at offices of Hardwick, Boar lane, Leeds
Bull, Greenville Ballad, Aston Clinton, Bucks, Farmer. Dec 11 at 11 at
offices of Farrar, Bourdon st, Aylesbury
Caldwell, William, Jun, Lathford, Cheshire, Joiner. Dec 5 at 3 at
offices of Brookes, Horsemarket st, Warrington
Carling, Joshua, Leamington, Warwick, Wine Merchant. Dec 2 at 11
at offices of Hodgson, Waterloo st, Birmingham
Chadwick, William Henry, Manchester, Plumber. Dec 1 at 4 at offices
of Leary and Leary, Buxton rd, Huddersfield
Clark, George, Batley, York, Saddler. Dec 3 at 10 at offices of Wooley,
Exchange buildings, Commercial st, Batley

Cleave, Robert, Meard's court, Wardour st, Soho, Ironmonger. Dec 5 at 12 offices of Seale, Lincoln's inn fields
 Cogg, James, Low Moor, York, Grocer. Dec 6 at 10 at offices of Berry and Robinson, Charles st, Bradford
 Clement, James White, Alton, Hants, Attorney. Dec 2 at 3 at the Swan Hotel, Alton. Parker and Co, Bedford row
 Cudon, John, Kingsbridge place, Westbury rd, Coal Merchant. Dec 5 at 3 at the Ironmongers' Arms, Westferry rd Millwall. Featon, Worthing st
 Cocks, William, Metheringham, Lincoln, Cordwainer. Dec 3 at 11 at offices of Tweed, Saltergate, Lincoln
 Dabb, Richard, James st, Oxford st, Boot Maker. Dec 1 at 11 at offices of Coles and Co, Bishopsgate st Within. Dobson, Southampton buildings
 Crookall, Robert, and John Crookall, Bolton, Lancashire, Tea Dealers. Dec 3 at 10 at offices of Richardson and Dowling, Wood st, Bolton
 Crowther, Tom, Thurlstonland, Kirkburton, York, Farmer. Dec 4 at 2 at offices of Booth, Lane end, Holmfirth
 Currie, Frederick, Warren st, Fitzroy square, Tailor. Nov 29 at 11 at offices of Willis, St Martin's court, Leicester square
 Dances, William, Shaw-cum-Donnington, Berks, Brickburner. Nov 29 at 10 at offices of Cave, Market place, Newbury
 Dawson, David, Maidstone, Kent, Bootmaker. Dec 6 at 11 at the Cathedral Hotel, St Paul's churchyard. Stephenson, Maidstone
 Dent, James, Kingston-upon-Hull, Tobacconist. Dec 3 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull
 De Winter, Elizer, Sun st, Finsbury, Grocer. Dec 9 at 3 at offices of Pike, Fred, Bristol, Plumber. Dec 8 at 3 at offices of Hobbs, Broad st, Bristol
 Drake, James, Bristol, Beer Retailer. Nov 29 at 11 at offices of Clark, Bristol chambers, Nicholas st, Bristol. Stevens, Bristol
 Dyke, George, Liverpool, Italian Warehouseman. Dec 4 at 3 at offices of Masters and Fletcher, North John st, Liverpool
 Emery, John William Henry, Langley, Worcester, Grocer. Dec 5 at 3 at offices of Sheldon, Lower High st, Wednesbury
 Eyes, John, Northwich, Cheshire, Builder. Dec 9 at 11 at offices of Cheshire, Northwich
 Farnhill, Francis, York, out of business. Dec 9 at 3 at office of Granger, Bank st, Leeds
 Faulkner, William, Newark-upon-Trent, Notts, Dealer in Wines. Dec 2 at 12 at the Ram Hotel, Newark-upon-Trent. Belk, Nottingham
 Ford, Peter, Stroud, Gloucester, Rope Manufacturer. Dec 6 at 1 at office of Jackson, Westgate st, Gloucester
 Furtham, Henry Abraham, Shaftesbury st, New North rd, Fancy Box Manufacturer. Dec 3 at 2 at offices of Perry, Guildhall chambers, Basinghall st
 Freshney, Parkinson, Beverley, York, Draper. Dec 3 at 12 at office of Stead and Sibree, Bishop's lane, Kingston-upon-Hull
 Gaskell, John, Southport, Lancashire, Plumber. Dec 6 at 11 at offices of Barker, London st, Southport
 George, Augustus, Birmingham, Milliner. Dec 5 at 11 at offices of Duke, Christchurch passage, Birmingham
 Gill, William Bell, Otley, York, Grocer. Nov 29 at 10 at office of Fawcett and Malcolm, Park row, Leeds
 Green, Harvey Robert, Grant Horkley, Essex, Farmer. Dec 8 at 3 at the Fleecie Hotel, Head st, Colchester. White, Colchester
 Green, Richard Angell, Strand, Goldsmith. Nov 29 at 11 at offices of Roberts, Coleman st
 Hall, James, Reigate, Surrey, Builder. Dec 4 at 11 at office of Morrison, Cannon st
 Hardacre, Robert, and Thomas Edmondson, Blackburn, Lancashire, Drapers. Dec 9 at 2 at the White Bear Hotel, Piccadilly, Manchester. Hall and Holland, Blackburn
 Hardman, Edmund, Bradford, York, Woolstapler. Dec 4 at 11 at office of Terry and Robinson, Market st, Bradford
 Hebb, Granger, North grove West, Midway Park, Builder. Dec 8 at 2 at offices of Peart, Leicester square
 Hollands, Henry, Lydd, Kent, Butcher. Dec 9 at 3 at the White Hart Hotel, Hythe, Minter, Folkestone
 Jackson, Eabian, Moorgate st, Diamond Merchant. Dec 2 at 2 at the Guildhall Coffee House, Gresham st, Murray, Sackville st, Piccadilly
 Jackson, William, Coatham, York, Grocer. Dec 2 at 3 at office of Graham, Exchange chambers, Harnsage, Stockton-on-Tees. Trotter
 King, Charles, Halifax, York, Wool Dealer. Dec 5 at 11 at offices of Boscock, Black Swan Ginell, Silver st, Halifax
 Kingsfold, Louis, Manchester, Waterproofer. Dec 8 at 3 at offices of Orton, Ridgefield, Manchester
 Leavers, Henry, Snesinton, Notts, Lace Manufacturer. Dec 4 at 12 at the Assembly Rooms, Low pavement, Nottingham. Ashwell
 Lee, Joseph, Warrington, Lancashire, Tin Plate Worker. Nov 22 at 12 at offices of Moore, Upper Bank st, Warrington
 Leish, Thomas, Ashton-upon-Mersey, Cheshire, Farmer. Dec 4 at 3 at offices of Gardner and Horner, Cross st, Manchester
 Leonard, William, Milford Haven, Pembroke, Waterman. Nov 29 at 2 at the Guildhall, Carmarthen. Parry, Pembroke Dock
 Lill, Charles Llewellyn, Stockwell Park rd, Civil Engineer. Dec 4 at 11 at offices of Barker, St Michael's house, St Michael's alley, Cornhill
 Main, John Henry, Princes st, Spitalfields, Boot Manufacturer. Dec 4 at 3 at offices of Barnard, White Lion st
 Maynard, John, Cheltenham, Gloucester, Publican. Dec 2 at 11 at offices of Marshall, Essex place, Cheltenham
 Nathan, Samuel Lewis, Hatton garden, Jeweller. Dec 9 at 2 at Ridler's Hotel, Holborn. Lewis and Lewis, Ely place, Holborn
 Osborne, Henry Ernest, Sheffield, Optician. Nov 29 at 10.30 at offices of Broadhead and Co, Bank chambers, George st, Sheffield
 Presbury, John, Boyleston, Derry, Farmer. Dec 6 at 3 at the White Hart Hotel, Ulsterster, Wilson, Burton-on-Trent
 Price, James, Brinsford, Falmouth. Nov 29 at 11 at office of Esery, Guildhall, Brown st, Bristol
 Reed, George Sommers, Ifracombe, Devon, Builder. Dec 2 at 2 at the Queen's Hotel, Ifracombe. Bencraft, Barnstaple
 Rigby, John, Blackburn, Lancashire, Watchmaker. Dec 3 at 13 at office of Ainsworth and Son, Townhall buildings, Exchange st, Blackburn

Robinson, Thomas, Middleham, York, Innkeeper. Dec 4 at 1 at offices of Teal and Son, Redale
 Skerritt, Charles, Ruddington, Notts, Plumber. Dec 5 at 12 at offices of Belk, Middle pavement, Nottingham
 Smith, Benjamin, Barrow-in-Furness, Lancashire, Coal Dealer. Dec 5 at 10 at the Ship Inn, Barrow-in-Furness. Bradshaw, Barrow-in-Furness
 Smith, Benjamin, Leeds, Hay Dealer. Dec 1 at 3 at offices of Walker, East parade, Leeds
 Smith, Enos, Chilmark, Wilts, Shoemaker. Dec 3 at 3 at office of Hill, Ends at, Salebury
 Smith, Frank, Middleborough, York, Grocer. Dec 3 at 11 at Barker's Temperance Hotel, Bridge st, Middlesborough. Bainbridge, Middlesborough
 Somers, John Barnes, Pinner, Middlesex, Farmer. Dec 15 at 2 at office of Vanderpump, South square, Gray's inn
 Stacey, Alfred, Petersfield, Hants, General Dealer. Nov 29 at 4 at the Dolphin Hotel, Petersfield. King, Portsea
 Stanton, James, and James Longmore, Westbromwich, Stafford, Ironmasters. Nov 21 at 12 at the Talbot Hotel, Oldbury. Shakespeare, Oldbury
 Steed, William, Bookham st, Hoxton, Builder. Dec 10 at 1 at offices of Hooper, City rd, Finsbury square
 Stevenson, William, Nelson-in-Marsden, Lancashire, Cotton Manufacturer. Dec 5 at 3 at offices of Adleshaw and Warburton, King st, Manchester
 Stickells, George Thomas, Ventnor. Dec 2 at 1 at offices of Jones and Co, Lancaster place, Strand. Durrant
 Wallace, William Thomas, Dorking, Surrey, Hotel Keeper. Dec 3 at 3 at the Guildhall Coffee house, Gresham st. Baker, Old Jewry chambers
 Webster, George, Bristol, General shop Keeper. Dec 2 at 11 at offices of Williams, Bristol chambers, Nicholas st, Bristol
 Wells, Henry Robert, Kingsland High st, Stationer. Dec 15 at 2 at offices of Less, Cornhill. Wilkins and Co, St Swithun's lane
 White, Robert, Harrold, Bedford, Licensed Victualler. Nov 29 at 3 at offices of Strimmon, Mill st, Bedford
 Wilkinson, James, Warrington, Lancashire, Soda Water Manufacturer. Nov 24 at 12 at offices of Moore, Upper Bank st, Warrington
 Williams, Samuel John, Mount st, Grosvenor square, Bootmaker. Dec 8 at 12 at offices of Farnfield, Lower Thames st
 Willmott, William Ballard, Queen's rd, Notting hill. Dec 1 at 11 at the Brewery Tavern, Goldhawk rd, Shepherd's Bush
 Woodcock, William, Bridlington Quay, York, Confectioner. Dec 5 at 3 at the Black Lion Hotel, Bridlington. Harland, Bridlington
 Worthy, James, Temolecombe, Somerset, Dealer. Dec 2 at 3 at the Greyhound Hotel, Wincanton. Davies, Sherborne
 Wright, William, Liverpool, Draper. Dec 4 at 3 at offices of Quinn, South John st, Liverpool

TUESDAY, NOV. 25, 1873.

Ainsworth, Alfred Brooks, West Derby, near Liverpool, Merchant's Clerk. Dec 5 at 2 at office of Cotton, South John st, Liverpool
 Armsden, Edward, Llanberis, Carnarvon, Quarryman. Dec 6 at 2 at office of Picton and Co, Market st, Carnarvon
 Barber, Edwin, Glossop, Derby, Hairdresser. Dec 11 at 2 at offices of Pinnell and Butterworth, Ridgefield, Manchester
 Beardsworth, Henry, Sheffield, Scale Cutter. Dec 8 at 12 at offices of Tattershall, Queen st, Sheffield
 Belcher, George Gresham, Manchester, Commission Agent. Dec 8 at 3 at offices of Leigh, Brown st, Manchester
 Bennett, Robert Christie, Melcombe Regis, Dorset, Architect. Dec 8 at 12 at the Auction Mart, Market st, Melcombe Regis. Howard, Melcombe Regis
 Bent, Edward Stanley, Manchester, Attorney-at-Law. Dec 8 at 3 at the Waterloo Hotel, Piccadilly, Manchester
 Berry, Victoria Helena, Southport, Lancashire, Refreshment room Keeper. Dec 8 at 12 at office of Culshaw, Lord st, Liverpool
 Bissicks, Joseph James, Bristol, Oilman. Dec 9 at 2 at office of Barnard and Co, Bristol. Thick, Bristol
 Blest, David, Wolverhampton, Stafford, Shoemaker. Dec 6 at 10.30 at offices of Stratton, Queen st, Wolverhampton
 David, Enock, Hanley, Stafford, Greengrocer. Nov 27 at 11 at offices of Stevenson, Cheapside, Hanley
 Brayford, James, Hanley, Stafford, Butcher. Nov 27 at 2 at offices of Stevenson, Cheapside, Hanley
 Bridgwood, William, Birmingham, Cab Proprietor. Dec 3 at 2 at the Clarendon Hotel, Temple st, Birmingham. Gomp, Aston
 Cadot, Emmanuel Horace, and John Johnston, Queen Victoria st, Commercial Agents. Dec 4 at 12 at offices of Kemp and Co, Walbrook
 Wickens, Palmerston buildings
 Carter, Thomas, Birmingham, Cattle Salesman. Dec 4 at 12 at offices of Free, Temple row, Birmingham
 Chapman, John Edward, Southgate, Middlesex, Farmer. Dec 8 at 3 at office of Lewis and Co, Old Jewry
 Cheal, John, Reigate, Surrey, Accountant. Dec 3 at 11 at the Market Hall, Redhill. Grece, Redhill
 Collins, James, Weedington rd, Kentish Town, Builder. Dec 18 at 11 at 21, Wellington st, Strand
 Collinson, Charles, Burslem, Stafford, Earthenware Manufacturer. Dec 3 at 12 at office of Heaton, Brickhouse st, Burslem
 Corder, Micah, Shad Thames, Horsleydown, Granary Keeper. Dec 17 at 3 at offices of Kearsey, Old Jewry
 Crossing, John Thomas, Plymouth, Devon, Commercial Traveller. Dec 10 at 10 at office of Square, George st, Plymouth
 Crowther, William, Southsea, Hants, Monetary Agent. Dec 6 at 2 at Totterdell's Commercial Hotel, St George's square, Portsea. King, Portsea
 Cummins, John, Newcastle-upon-Tyne, Ironfounder. Dec 5 at 2 at office of Sewall, Gray st, Newcastle-upon-Tyne
 Davies, David, Laird rd, Drummood's rd, Bermondsey, Tobacco Merchant. Dec 10 at 1 at offices of Barron, Queen st, Cannon st
 Delahay, Samuel, Wisbeach, Cambridgeshire, Tailor. Dec 3 at 1 at office of Ollard, Market place, Wisbeach
 Dudd, George Edwin, Weston-super-Mare, Somerset, Grocer. Dec 5 at 1 at the Railway Hotel, Weston-super-Mare. Reed and Cook, Bridge-water
 Fitzroy, Elizabeth, Halton, near Leeds, Widow. Dec 3 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Foster, Henry Benton, Althorpe rd, Wandsworth common, Coal Merchant. Dec 5 at 12 at offices of Miller and Smith, Salters' Hall court, Cannon st

George, John Daniel, Cheddar, Somerset, Grocer. Dec 8 at 2 at offices of Hobbs, Chamberlain st, Wells

Groom, James, Wolverhampton, Stafford, Licensed Victualler. Dec 9 at 3 at offices of Ballou, Queen square, Wolverhampton

Hammond, Horace, Tunbridge Wells, Kent, Builder. Dec 10 at 10 at the Camden Hotel, Tunbridge Wells. Palmer, Tunbridge

Handley, Philip, Pumprow, Spitalfields market, Potato Salesman. Dec 3 at 10.15 at the Victoria Tavern, Morpeth rd, Bethnal Green. Long, Landsdown terrace, Grove rd, Victoria Park

Hodgson, John Oswald, Long acre, Licensed Victualler. Dec 18 at 3 at the Enterprise, Long acre. Armstrong, Old Jewry

Hubbard, John Michael, Lynton rd, Bermondsey, Ship's Stewart. Dec 4 at 3 at office of Webster, Basinghall st

Hughes, William, Manchester, Fustian Dealer. Dec 11 at 3 at office of Ryalce, Essex st, Manchester

Inace, Isaac, Westminster Bridge rd, Tailor. Dec 8 at 2 at offices of Moss, Gracechurch st

Jackson, Robert Barra, Lyall place, Plumico, Upholsterer. Dec 8 at 3 at offices of Philp and Behrend, Pancras lane, Queen st

Jones, Abraham, Oldbury, Worcester, Shoes Manufacturer. Dec 9 at 11 at offices of Shakespeare, Church st, Oldbury

Jones, Evan, Dowlais, Merthyr Tydfil, Glamorgan, Builder. Dec 6 at 1 at offices of Simons and Flews, Merthyr Tydfil

Jones, Frederick, Oxford st, Hatter. Dec 12 at 2 at offices of Geoghegan, Lincoln's inn fields

Jones, William Francis, Llandudno, Carnarvon, Draper. Dec 6 at 12 at the Queen Hotel, Cheshire. Louis, Ruthin

Kirkman, James, Bradford, York, Draper. Dec 5 at 3 at offices of Walker, East gate, Leeds

Lee, Ann, Wigan, Lancashire, Refreshment house Keeper. Dec 10 at 11 at offices of Ashton, King st, Wigan

Levi, Joseph, Birmingham, Clothier. Dec 5 at 11 at offices of Cotterell, Newhall st, Birmingham

Lyons, Lewis Henry, Red Cross st, Umbrella Manufacturer. Dec 8 at 2 at office of Ladbury and Co, Cheapside. Lewis and Lewis, Ely place, Holborn

Massingham, George Plowright, Boston, Lincoln, Watchmaker. Dec 8 at 11 at offices of York, Church st, Boston

Mills, George, Sunderland, Durham, Boot Maker. Dec 5 at 3 at Roberts' Commercial Hotel, Upper Abdon st, Leeds. Bell, Sunderland

Mitchell, Thomas, Sheffield, Saddler. Dec 8 at 4 at offices of Binney and Sons, Queen's chambers, Sheffield

Morby, Joseph, and Thomas Tennant Lachlan, Cornhill, Picture Dealers. Dec 15 at 3 at the Freemasons' Tavern, Great Queen st, Holborn, May

Nadin, Alfred, Sheffield, Toy Maker. Dec 8 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Page, James, Salford, Lancashire. Dec 8 at 3 at offices of Sutton and Elliott, Broad st, Manchester

Parker, John Charles, Hastings, Sussex, Builder. Dec 18 at 4 at offices of Cogswell, Gracechurch st, Rushleigh, Old Kent rd

Pertwee, James Frederick, Layer-de-la-Hay, Essex, Farmer. Dec 13 at 11 at the Saracen's Head Hotel, Chelmsford. Arthy, Chelmsford

Potts, Richard, Sunderland, Durham, Builder. Dec 9 at 3 at offices of Steel, Bank buildings, West Sainside, Sunderland

Pugh, Frederick Churchill, Liverpool, Draper's Assistant. Dec 8 at 2 at offices of Ivey, South John st, Liverpool. Hughes, Liverpool

Radford, Charles, Manchester, Provision Merchant. Dec 4 at 3 at offices of Bond and Son, Dickinson st, Manchester

Rigby, George, Holey Hill, Ashton-under-Lyne, Lancashire, Hat Manufacturer. Dec 12 at 11 at the Pitt and Neilsen Hotel, Old st, Ashton-under-Lyne

Riley, Richard Charlesworth, Birstal, York, Manufacturing Chemist. Dec 8 at 3 at offices of Ibberson, Market st, Heckmondwike

Roberts, John, Warrington, Lancashire, Grocer. Dec 11 at 3 at the Spread Eagle Hotel, Corporation st, Manchester. Grandy and Kershaw, Manchester

Scott, Fallows, Cockermouth, Cumberland, Tailor. Dec 4 at 11 at offices of Wicks, Castlegate, Cockermouth

Senior, Amos, Scholes Mill, Kirkburton, York, Yarn Spinner. Dec 8 at 3 at offices of Robinson and Johnson, John William st, Huddersfield

Slater, Charles Joseph, Sheffield, Merchant. Dec 4 at 12 at offices of Wake, Castle court, King st, Sheffield

Skipworth, Sarah, Basseldon Hall, near Billerica, Essex, Farmer. Dec 9 at 2 at the Saracen's Head Hotel, Chelmsford. Dubois, King st, Cheapside

Spiers, William, Leyton, Essex, Chemist. Dec 4 at 11 at offices of Lind, Beaufort buildings, Strand

Stonley, John Benson, Birmingham, Writing Clerk. Dec 5 at 10 at offices of East, Colmore row, Birmingham

Storr, John Edward, Faunce st, Kensington Park, Jeweller's Agent. Dec 4 at 2 at offices of Barnett, New Broad st

Stringer, William, Huddersfield, York, Beerhouse Keeper. Dec 11 at 11 at offices of Sykes, Newst, Huddersfield

Tarry, Harris, Grosvenor park, Camberwell, Baker. Dec 4 at 3 at offices of Stocken and Jupp, Leadenhall st

Taylor, Henry, East India chambers, Leadenhall st, Custom House Agent. Dec 2 at 3 at the Bell inn, Edmonton. Philp, Pancras lane, Queen st

Taylor, Thomas Gideon, Marlborough, Wilts, Draper. Nov 29. Williams and Co, Exchange, Bristol, in lieu of the place originally named

Todd, Ellen, Leeds, Boot Top Manufacturer. Dec 4 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Truman, William Samuel, Botolph lane, Eastcheap, Cigar Merchant. Dec 1 at 12 at the Guildhall Coffee house, Gresham st, Smith, Leadenhall st

Ushaw, William, Kingston-upon-Hull, Watchmaker. Dec 11 at 12 at offices of Pickering, Parliament st, Stead and Sibree, Hull

Walker, John, Manchester, Tea Merchant. Dec 1. Guildhall Coffee House, Gresham st, in lieu of the place originally named

Ware, Edwin, Portsea, Hants, Wine Merchant. Dec 10 at 2 at offices of Brett and Co, Leadenhall st. Cousins and Burbidge, Portsmouth

Whitehurst, William, and Hugh Whitehurst, Derby, Elastic Web Manufacturers. Dec 11 at 12 at offices of Leech, Full st, Derby

Wigg, Samuel Leggett, Kessington, Suffolk, Builder. Dec 11 at 12 at offices of Seager, High st, Lowestoft

Wilkinson, Samuel, Wolverhampton, Stafford, Licensed Victualler. Dec 8 at 11 at offices of Barron, Queen st, Wolverhampton

Williams, Francis, Kingston-on-Thames, Surrey, Builder. Dec 1 at 3 at offices of Buckland, Market place, Kingston-on-Thames

Wilson, Benjamin Coulman, Balgrave square, House and Estate Agent. Dec 8 at 2 at offices of Linklater and Co, Walbrook

Winters, George, Hitchin, Hertford, Tailor. Dec 8 at 11 at the Guildhall Coffee house, Gresham st. Shillito, Hitchin

Wood, James, Hampton st, Walworth rd, Balldir. Dec 4 at 1 at offices of Rose and Thomas, Salisbury st, Strand

Wootton, George, Cliphill, Bedford, Draper. Dec 8 at 12 at offices of Conquest, Duke st, Bedford

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